AGENDA

Regular Meeting

City Council Bee Cave City Hall, 4000 Galleria Pkwy, Bee Cave, TX, 78738

Tuesday, July 9, 2024

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY OFFICE AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Recognition and Moment of Silence
5. Citizen Comments

This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on the agenda items must be made when the agenda item comes before the Council. Any deliberation of the issue is limited to a proposal to place it on the agenda for a later meeting. Citizens will have up to 3 minutes to make comments.

6. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.

A. Consider approval of the minutes of the Regular Session conducted on June 25, 2024.

7. Discuss and review preliminary Fiscal Year 2024-25 revenue budget.

8. Discuss changes made to concept plans for new City wayfinding signs.

9. Discuss and consider a Guaranteed Maximum Price (GMP) Amendment from Hoar Construction, including the fees to demolish the buildings at 13308 State Highway 71, colloquially referred to as the Revival Tract.

10. Discuss and consider action on Resolution No. 2024-16 approving a contract between the Bee Cave Development Corporation and GIS Planning, Inc. for providing geographic information system software and services covering the geographic boundaries of Bee Cave, Texas.

11. Discuss and consider action on Resolution No. 2024-17 approving a contract between the Bee Cave Development Corporation and ReSimplifi, Inc. for commercial building and site data subscription.

12. Discuss and consider action to approve annual Volunteer Appreciation Dinner.

13. Discuss and consider action on Resolution No. 2024-18 appointing members to the Zoning Board of Adjustment.

14. Close Regular Meeting

15. Open Executive Session

    A. a. Discussion pursuant to Section 551.071 of the Texas Government Code regarding legal issues associated with charter amendments.
    B. b. Discussion pursuant to Section 551.071 of the Texas Government Code regarding legal issues associated with status of workforce housing RFP and legal recommendations for next steps.
    C. c. Discussion pursuant to Section 551.074 of the Texas Government Code regarding personnel matters associated with the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
    D. d. Discussion pursuant to Section 551.074 regarding the potential purchase, exchange, lease, or value of real property for public purposes.

16. Close Executive Session

17. Open Regular Meeting

18. Consider action, if any, on Executive Session

19. Adjournment

The Council may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.

City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**6.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on June 25, 2024.**
Council Action:	**Consider approval**
Department:	**City Secretary**
Staff Contact:	**Jo Ann Touchstone, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
June 25, 2024 Meeting Minutes	Backup Material

BEE CAVE
TEXAS
Simply Elevated

MINUTES

Regular Meeting
City Council
Tuesday, June 25, 2024
6:00 P.M. City Hall
4000 Galleria Parkway
Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE OFFICE OF THE CITY SECRETARY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

A quorum of the Planning and Zoning Commission and/or Development Board may be in attendance at the meeting. No action will be taken by the Commission or Board.

1. Call meeting to order - Mayor King established quorum and called meeting to order at 6:00 P.M.

2. Roll Call:

Present:
Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Andrea Willott, Councilmember
Courtney Hohl, Councilmember
Jon Cobb, Councilmember

Absent:
Kevin Hight, Councilmember

City Staff:
Julie Oakley, City Manager
Brooke Winburn, Human Resources Director
Ryan Henry, City Attorney
Jo Ann Touchstone, City Secretary
Rebecca Regueira, Deputy City Secretary
Brian Jones, Chief of Police

Anna Jensen, Senior Administrative Assistant, Parks & Facilities
Crystal Cotti, Communications Director

3. Pledge of Allegiance

4. Recognition, Event Update, and Moment of Silence – Mayor King recognized employee work anniversaries. City Manager Oakley recognized City Engineer Kevin Sawtelle for his service to the city.

5. Citizen Comments

   This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on the agenda items must be made when the agenda item comes before the Council. Any deliberation of the issue is limited to a proposal to place it on the agenda for a later meeting. Citizens will have up to 3 minutes to make comments.

No one spoke.

6. Consent Agenda.

   All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests the item on the agenda. Information concerning consent agenda items is available for public view.

   A. Consider approval of the minutes of the Regular Session conducted June 11, 2024.
   B. Consider approval of the minutes of the Special Session conducted June 18, 2024

   Councilmember Willott moved to approve the consent agenda. Councilmember Cobb seconded and the motion passed unanimously.

7. Discuss and consider action on Resolution No. 2024-15 suspending the July 8, 2024 effective date of Texas Gas Service Company's requested increase to permit the City time to study with the request and to establish reasonable rates; Approving cooperation with other cities in the Texas Gas Service Company's Central-Gulf service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in Gud No. 17471 at the railroad commission; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel – Attorney Thomas Brocato present and available for questions. Councilmember Cobb moved to approve Resolution No. 2024-15. Councilmember Hohl seconded and the motion passed unanimously.

8. Discuss and consider action on renewing the contract with Texas Health Benefits Pool for employee health insurance for fiscal year 2024-2025 – Councilmember Willott moved to

approve. Councilmember Hohl seconded and the motion passed 4-1 with Councilmember Cobb opposed.

9. Discuss and consider Ordinance No. 536, amending the City of Bee Cave Code of Ordinances, Chapter 2 Administration and Personnel Section 2.02.008 City Engineer – Councilmember Hohl moved to approve Ordinance No. 536. Mayor King seconded and the motion passed unanimously.

10. Discuss and consider action on Resolution 2024-16 appointing members to the Planning and Zoning Commission – Councilmember Hohl moved to appoint Blake Sbrocco. Mayor Pro Tem Clark seconded and the motion passed unanimously.

11. Close Regular Meeting – Mayor King closed the regular meeting at 6:13 p.m.

12. Open Executive Session – Convened to executive session at 6:14 p.m.

    a. Discussion pursuant to Section 551.071 of the Texas Government Code regarding legal issues associated with status of workforce housing RFP and legal recommendations for next steps.
    b. Discussion pursuant to Section 551.074 of the Texas Government Code regarding personnel matters associated with the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

13. Close Executive Session.

14. Open Regular Meeting – Reconvened to open session at 7:43 p.m. No action was taken in executive session.

15. Consider action, if any, on Executive Session – See item ten for motion made in open session.

16. Adjournment – Councilmember Cobb moved to adjourn the meeting at 7:43 p.m. Councilmember Hohl seconded and the motion passed unanimously.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____

Kara King, Mayor

ATTEST:

_____

Jo Ann Touchstone, City Secretary

City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Discuss and review preliminary Fiscal Year 2024-25 revenue budget.**
Council Action:	**Discussion**
Department:	**City Secretary**
Staff Contact:	**Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for the City Council to discuss and review preliminary Fiscal Year 2024-25 revenue budget.

2. DESCRIPTION/JUSTIFICATION

a) Background

The budget process begins in earnest annually in July as staff prepares preliminary recommendations for Council consideration.

b) Issues and Analysis

The first step in preparation of the next FY budget begins with General Fund revenue forecasts. The attached report provides line-item detail for fiscal year-to-date revenue performance as well as our preliminary recommendations for the next fiscal year. In addition, included is a YOY percentage comparison to assist in the analysis.

First and foremost, Sales Tax is projected to remain at $10.5M for the General Fund. The City is in the final quarter of the fiscal year and should receive the July allocation around the 10th of the month representing the beginning of summer consumer activity.

There are a few line-item changes with materiality of note in the Building and Development revenue categories. These line items are difficult to project because of the timing of approval project permit applications and their associated payment of fees; however, staff continues our conservative approach for predictions of future results. These budget line items are projected based on historical analysis and a reduction in overall development application activity.

Of note also is a reduction in Interest Earnings. The reason for this revision at this time is two-fold. First, staff has "redistributed" or re-classified current FY results to post to other funds including Hotel Occupancy, Road

Maintenance and Economic Development. Historically, those other funds have benefitted from our Pooled Investments, and staff has posted the revenue to the General Fund. The change is being made so that the interest follows the principle. Second, given the increase in activity of those other funds in the current FY, and in the future, this reclassification seems appropriate at this time. Overall, we will far exceed our current FY target and likely finish around $1.9M in total Interest Earnings. However, the coming fiscal years won't see that performance again in part due to economic factors related to interest rates but more importantly, our substantial reduction in contributions to investments due to our dramatically increased cash outflow related to capital projects.

Staff will provide additional context at the Council meeting, respond to any inquiries, and make adjustments accordingly. The city is still a couple of months away from final recommendations for Council appropriation and are planning for the September 10th regular meeting to consider action accordingly.

3. FINANCIAL/BUDGET

Amount Requested	n/a	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

FY 2024-2025 Budget Appropriation will be considered for action on September 10th, 2024. City Council budget discussions will be ongoing until that time.

5. RECOMMENDATION

No action required at this time.

ATTACHMENTS:

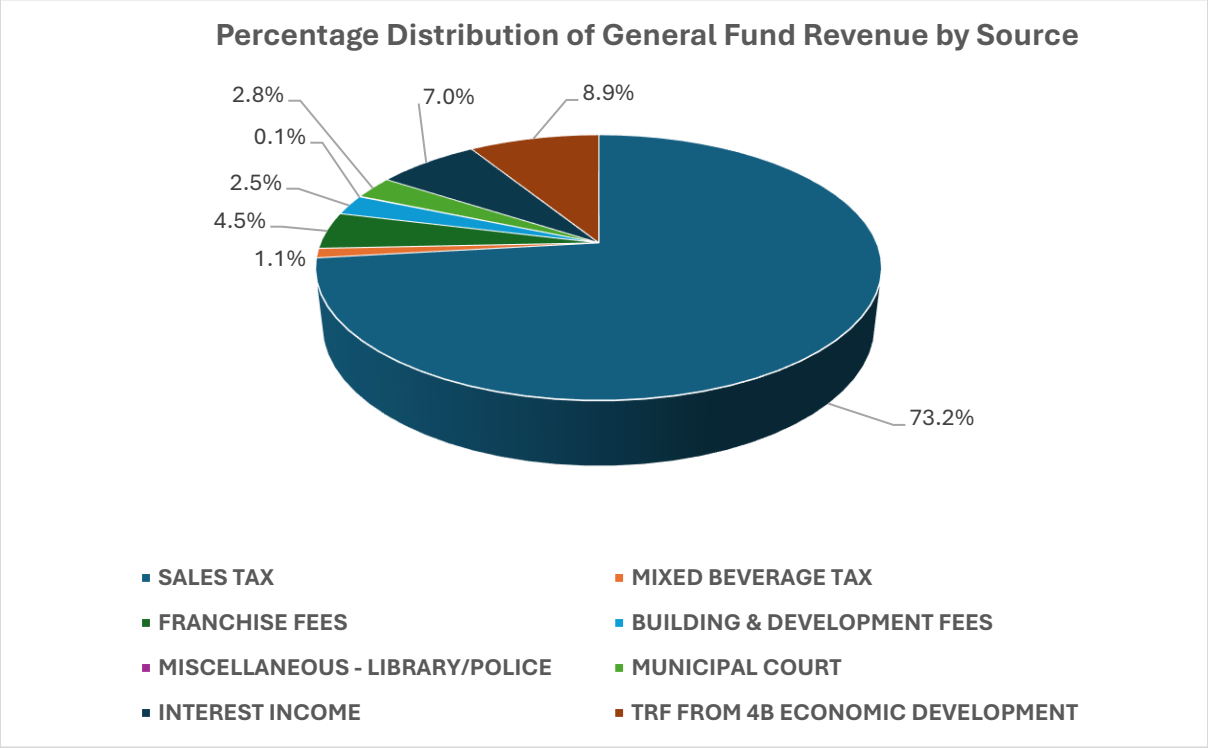
Description	Type
General Fund Preliminary	Backup Material
Revenue Charts	Backup Material

Budget Report

Fund: 01 - GENERAL FUND REVENUE

		Actual 9/30/2023	Budget 9/30/2024	FYTD 9/30/2024	Percent Used	Prelim Est. 9/30/2025	Percent Up/Down
01-4000-12100	SALES TAX/1%	$7,073,613	$7,000,000	$5,183,865	74.06%	$7,000,000	0.00%
01-4000-12200	SALES TAX/PROPERTY	$3,536,806	$3,500,000	$2,591,932	74.06%	$3,500,000	0.00%
01-4000-13100	MIXED BEVERAGE TAX	$181,308	$165,000	$127,072	77.01%	$165,000	0.00%
01-4000-23000	FRANCHISE FEES	$5,448	$5,000	$3,016	60.32%	$4,000	-25.00%
01-4000-23100	FRANCHISE FEES - SW BELL TELEP	$13,083	$8,000	$5,673	70.91%	$7,500	-6.67%
01-4000-23300	FRANCHISE FEES - GRANITE TELEC	$1,794	$1,500	$741	49.40%	$1,000	-50.00%
01-4000-23700	FRANCHISE FEE-TEXAS GAS SVC	$9,524	$9,500	$3,342	35.18%	$5,000	-90.00%
01-4000-23800	FRAN. FEES-CHARTER SPECTRUM	$78,998	$65,000	$34,559	53.17%	$65,000	0.00%
01-4000-XXXXX	FRAN. FEES-PEC	$536,947	$0	$0	0.00%	$50,000	100.00%
01-4000-23900	FRANCHISE FEES-CITY OF AUSTIN		$475,000	$259,894	54.71%	$515,000	7.77%
01-4000-25000	CONTRACTOR REGISTRATION	$2,575	$3,000	$1,650	55.00%	$2,000	-50.00%
01-4000-25100	PLATTING	$422,975	$75,000	$2,725	3.63%	$5,000	-1400.00%
01-4000-25200	ZONING,REZONING,CUP,VARIANCES	$24,597	$20,000	$9,364	46.82%	$15,000	-33.33%
01-4000-25300	BLDG PLAN REVIEW & PERMITTING	$104,171	$150,000	$468,398	312.27%	$250,000	40.00%
01-4000-25400	SITE PLAN REVIEW & PERMITTING	$139,676	$50,000	$58,305	116.61%	$65,000	23.08%
01-4000-25500	REINSPECTION FEES	$17,750	$20,000	$7,200	36.00%	$7,500	-166.67%
01-4000-25600	SIGNAGE	$3,455	$4,000	$2,925	73.13%	$3,500	-14.29%
01-4000-25700	TECHNOLOGY FEES	$3,495	$4,000	$6,354	158.85%	$7,000	42.86%
01-4000-25900	ROAD CONSTRUCTION INSPECTION FEES	$105,803	$50,000		0.00%	$0	0.00%
01-4000-27000	LIBRARY REVENUE	$1,741	$1,500	$1,258	83.87%	$1,500	0.00%
01-4000-28100	POLICE PATROL & SECURITY	$878	$1,000	$873	0.00%	$1,000	0.00%
01-4000-28300	EDUCATION & TRAINING-POLICE	$7,992	$2,000	$3,588	179.40%	$4,000	50.00%
01-4000-29000	MISCELLANEOUS REVENUE	$5,656	$10,000	$3,404	34.04%	$4,000	-150.00%
01-4000-31000	ADMINISTRATIVE FEE - COURT	$4,970	$4,000	$6,991	174.78%	$8,000	50.00%
01-4000-31010	ARREST FEE	$16,507	$12,000	$17,776	148.13%	$19,500	38.46%
01-4000-31030	CHILD SAFETY FEES	$7,827	$6,000	$6,876	114.60%	$7,500	20.00%
01-4000-31060	DSC ADMIN FEE	$9,940	$7,500	$11,020	146.93%	$12,500	40.00%
01-4000-31070	COURT FINES	$259,169	$195,000	$291,091	149.28%	$300,000	35.00%
01-4000-31080	LOCAL OMNI BASE FEE	$546	$500	$258	51.60%	$500	0.00%
01-4000-31110	TRAFFIC FEE	$6,524	$5,000	$6,563	131.26%	$7,000	28.57%
01-4000-31130	WARRANT FEE	$7,337	$7,500	$3,353	44.71%	$4,000	-87.50%
01-4000-31180	TIME PAYMENT PLAN	$308	$300	$155	51.67%	$200	-50.00%
01-4000-31220	JUDICIAL FEE - MUNI COURT JFCI	$58	$100	$23	23.00%	$50	-100.00%
01-4000-31250	GENERAL REVENUE - COURT	$14,681	$12,000	$10,302	85.85%	$12,000	0.00%
01-4000-31370	JURY FEE	$398	$500	$347	69.40%	$500	0.00%
01-4000-31380	TIME PAYMENT-LOCAL EFFICIENCY	$37	$100	$20	20.00%	$25	-300.00%
01-4000-31390	LOCAL TRUANCY PREVENTION	$15,921	$12,000	$17,355	144.63%	$17,500	31.43%
01-4000-31450	COLLECTION AGENT REV	$13,058	$12,000	$6,178	51.48%	$7,500	-60.00%
01-4000-40000	INTEREST INCOME, ROI	$1,684,573	$1,250,000	$709,193	56.74%	$1,000,000	-25.00%
01-4000-45000	PROPERTY RENTAL INCOME	$3,583	$0	$7,339	0.00%	$0	0.00%
01-4000-52000	GRANT REVENUE - POLICE	$14,832	$0	$500	0.00%	$0	0.00%
01-4000-55000	DONATIONS	$973,438	$0	$850	0.00%	$0	0.00%
01-4000-91100	SALE OF ACQUISITION	$147,700	$0		0.00%	$0	0.00%
01-4000-92000	REFUND OF PRIOR YEAR EXPENDITU	$600	$0	$633,412	0.00%	$0	0.00%
01-4000-93000	PROCEEDS FROM INSURANCE	$10,000	$0	$2,511	0.00%	$0	0.00%
01-4990-67000	DUE FROM 4B ECONOMIC DEVELOPMENT	$0	$1,250,000	$1,050	0.00%	$850,000	-47.06%
	Fund: 01 - GENERAL FUND Total:	**$15,470,292**	**$14,394,000**	**$10,509,301**	**73.01%**	**$13,924,775**	**-3.37%**

This chart indicates the substantial portion (over 73%) Sales Tax revenue represents in the General Fund:



This chart indicates historical sales tax and the consistent result of $14M over the prior 2 fiscal years:



City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss changes made to concept plans for new City wayfinding signs.**
Council Action:	
Department:	**Administration**
Staff Contact:	**Crystal Cotti, Director of Communications**

1. INTRODUCTION/PURPOSE

Discussion on a conceptual rendering of potential City gateway signage.
Last year, the Development Corporation voted for staff to move forward with gateway signage for the city.
Today's agenda item is to get feedback from council on the most recent sign designs.

2. DESCRIPTION/JUSTIFICATION

a) Background

Ion Art has been selected to create the gateway sign designs. Ion Art has created some of the Austin region's iconic signs, such as ACL Music Fest, the ATX sign outside of Whole Foods and more.
In January, the Development Corporation approved $2400 in funding to move into the design phase with Ion Art.

b) Issues and Analysis

This is the third time staff is presenting conceptual designs to the Bee Cave Economic Development Corporation and City Council. There will be four sign concepts to view and discuss.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Ion Art Artbook V7	Backup Material
Ion Art Artbook V6	Backup Material
Ion Art Artbook V8	Backup Material

City of Bee Cave | **Art Book V7**

Art book for client review and approval. Not for construction.

DATE
06.26.2024

Client Approval

Name _____

Signature _____

Date _____

Landlord Approval

Name _____

Signature _____

Date _____

BEE CAVE
TEXAS
Simply Elevated

ION ART
NEON + DESIGN + BUILD

407 Radam Lane, Suite A100
Austin, TX 78745
512.326.9333

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ION JOB #
6657

CLIENT
City of Bee Cave Sign Package

PROJECT ADDRESS
Various

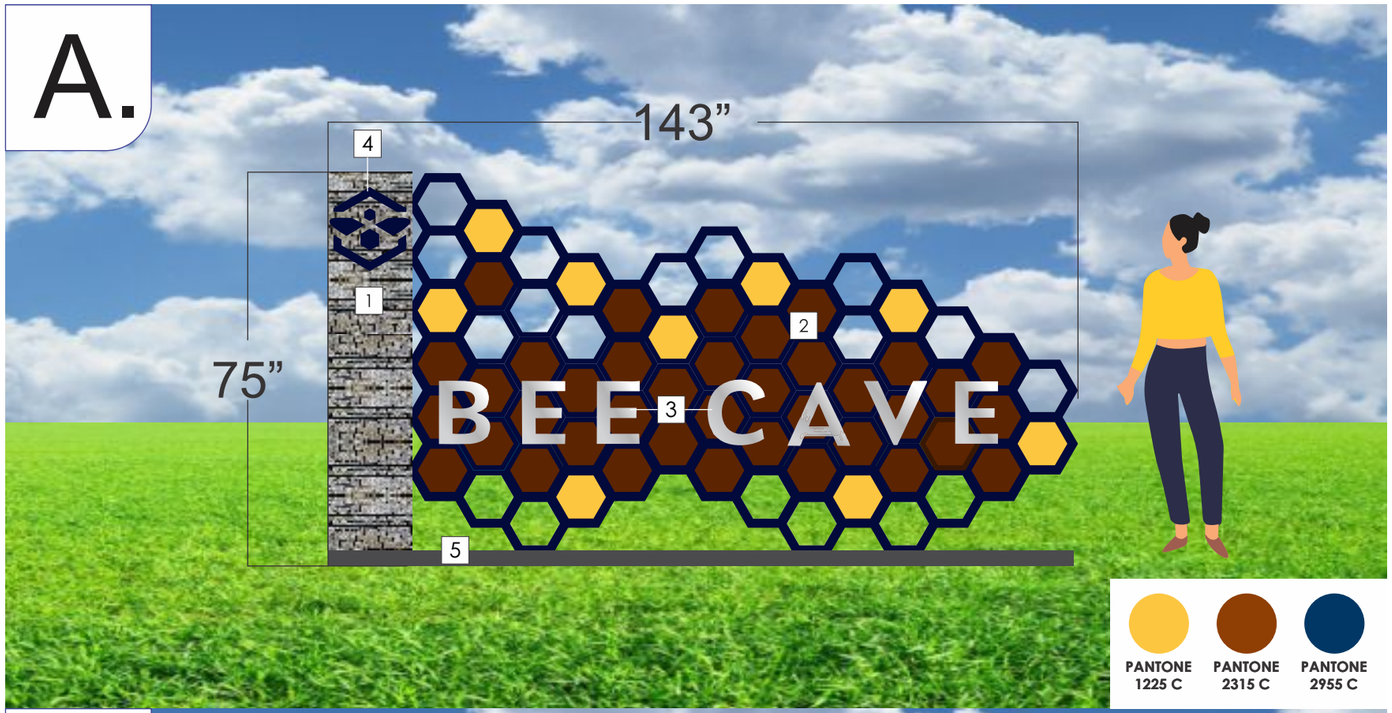
City of Bee Cave | **Concept 1**

1 Inspiration

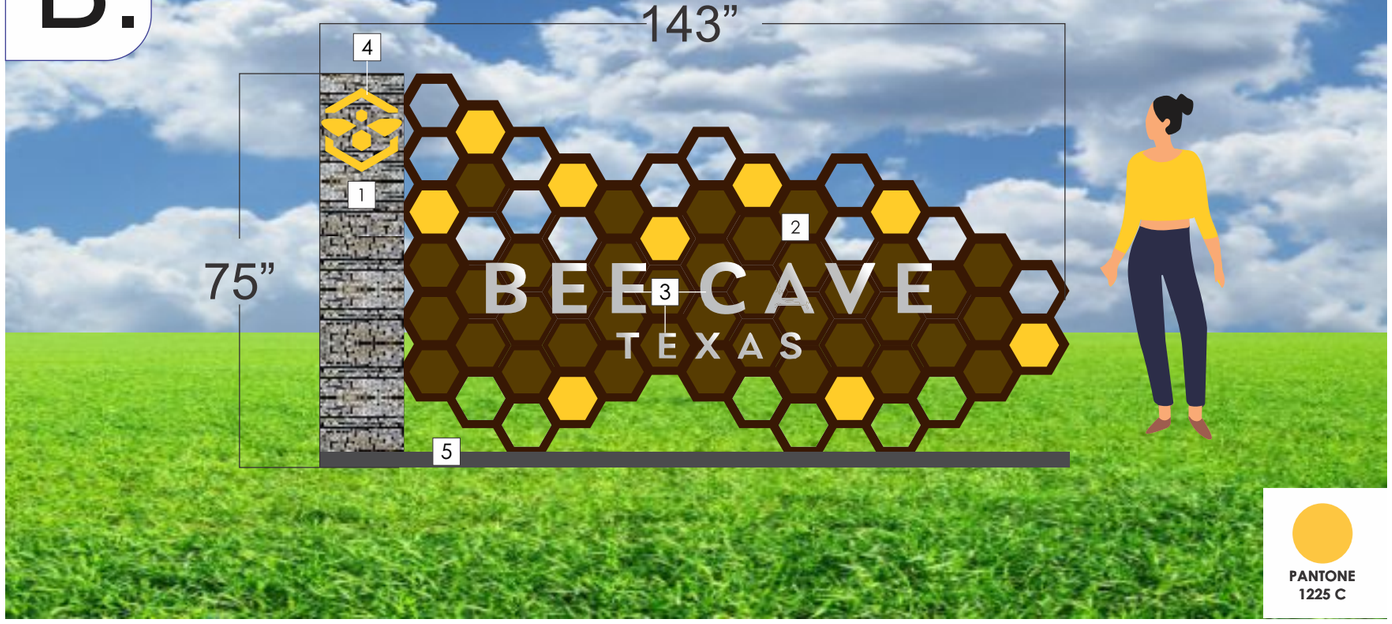


1. 16” x 16” x 72” Masonite Column.
2. .25” Steel Honey Comb background will ustilize paint masks for painted details.
3. .125” Brushed Aluminum Letters with 2” returns, stud mounted 1.5” from sign so that LEDS can create a Halo effect.
4. .125” Aluminum bee logo with a painted finish. 2” returns, stud mounted 1.5” from sign so that LEDS can create a Halo effect.
5. 3” tall concrete footer.

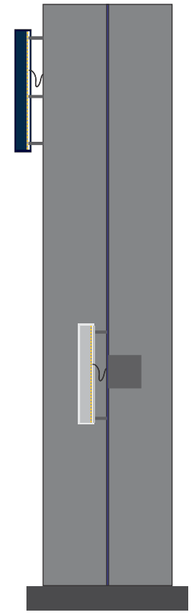
A.



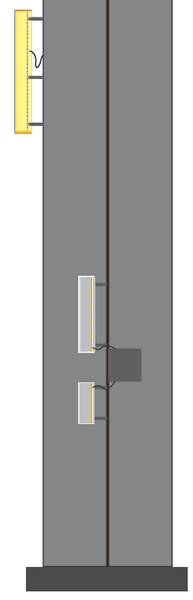
B.



Side View



Side View



ION ART
NEON + DESIGN + BUILD

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ION JOB #
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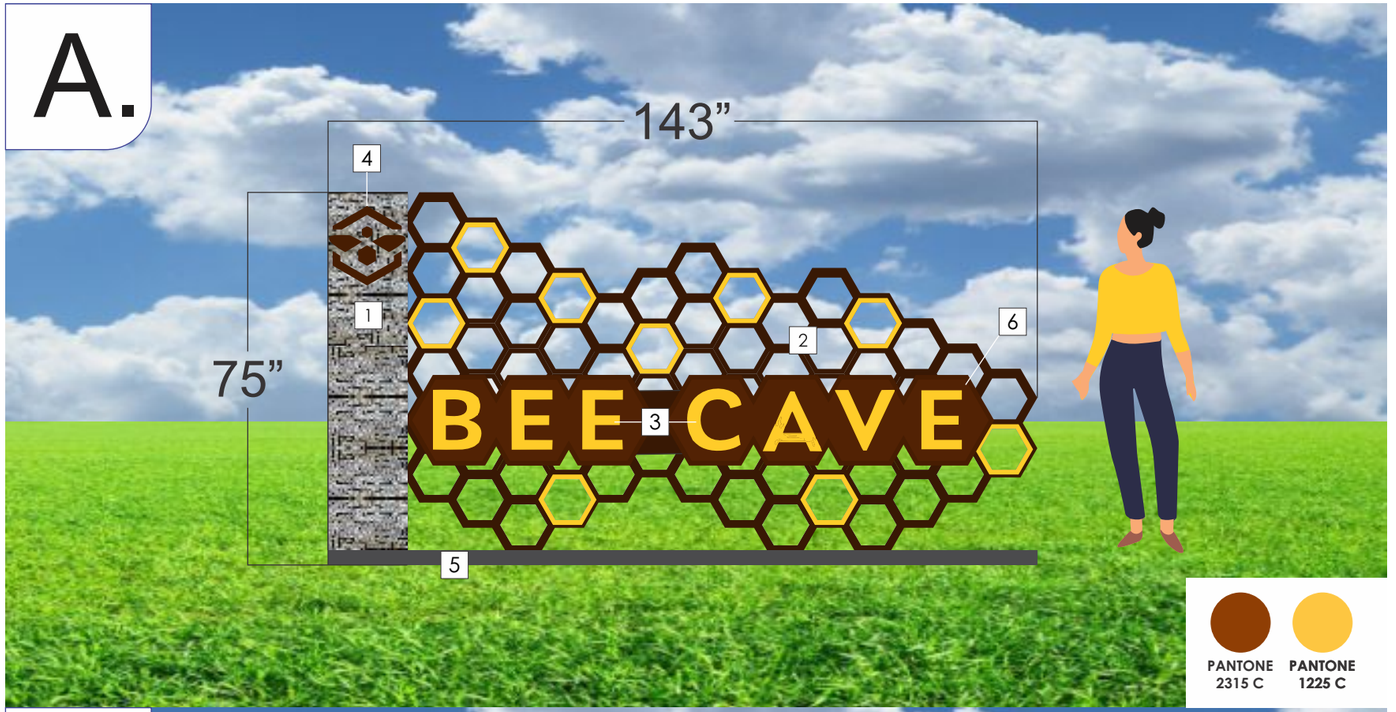
PROJECT | ART BOOK
City of Bee Cave Sign Package

City of Bee Cave | **Concept 2**

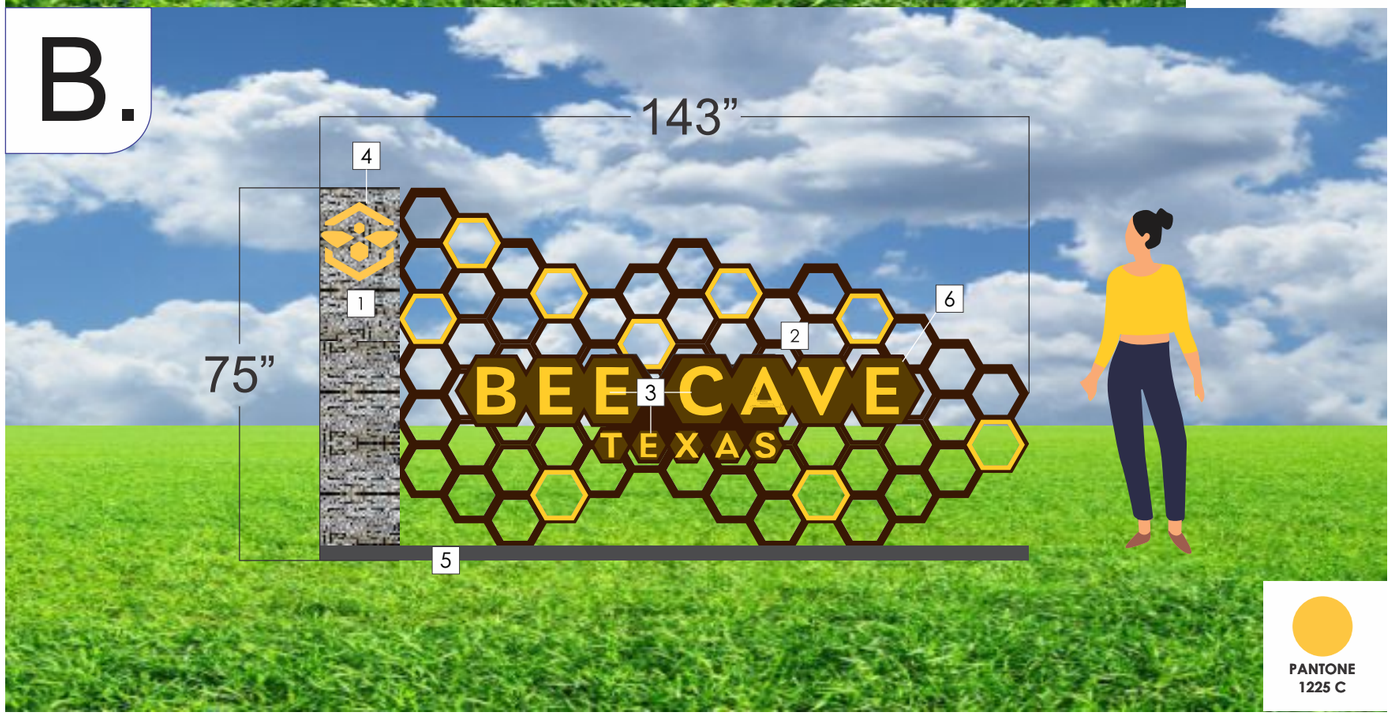
1 Inspiration



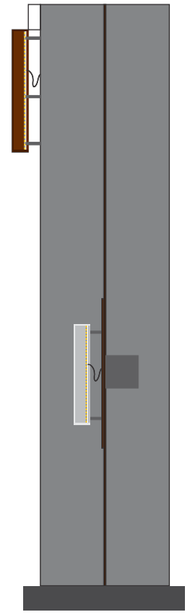
A.



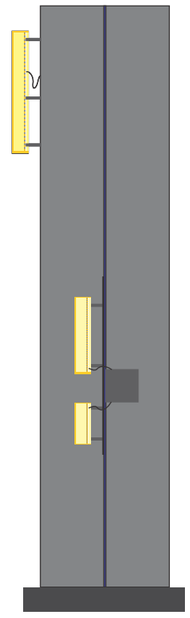
B.



Side View



Side View



1. 16” x 16” x 72” Masonite Column.
2. .25” Steel Honey Comb background will ustilize paint masks for painted details.
3. .125” painted Aluminum Letters with 2” returns, stud mounted 1.5” from sign so that LEDS can create a Halo effect.
4. .125” Aluminum bee logo with a painted finish. 2” returns, stud mounted 1.5” from sign so that LEDS can create a Halo effect.
5. 3” tall concrete footer.
6. .125” painted aluminum backer so that LEDs have a surface for light to bounce off of.

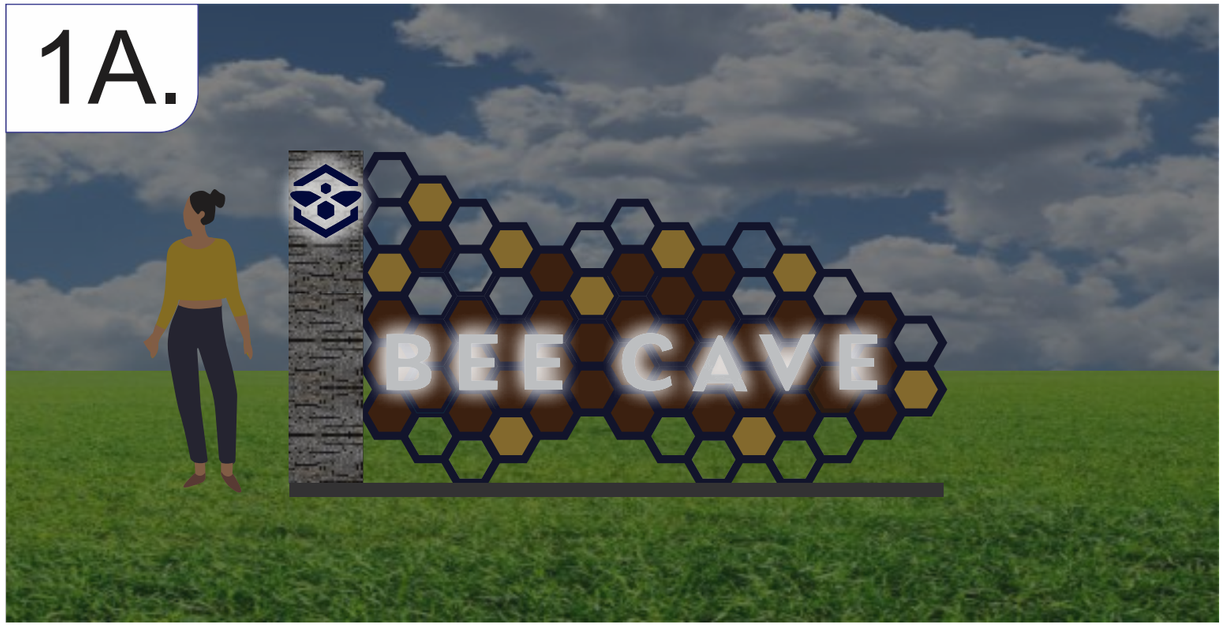
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PROJECT | ART BOOK
City of Bee Cave Sign Package

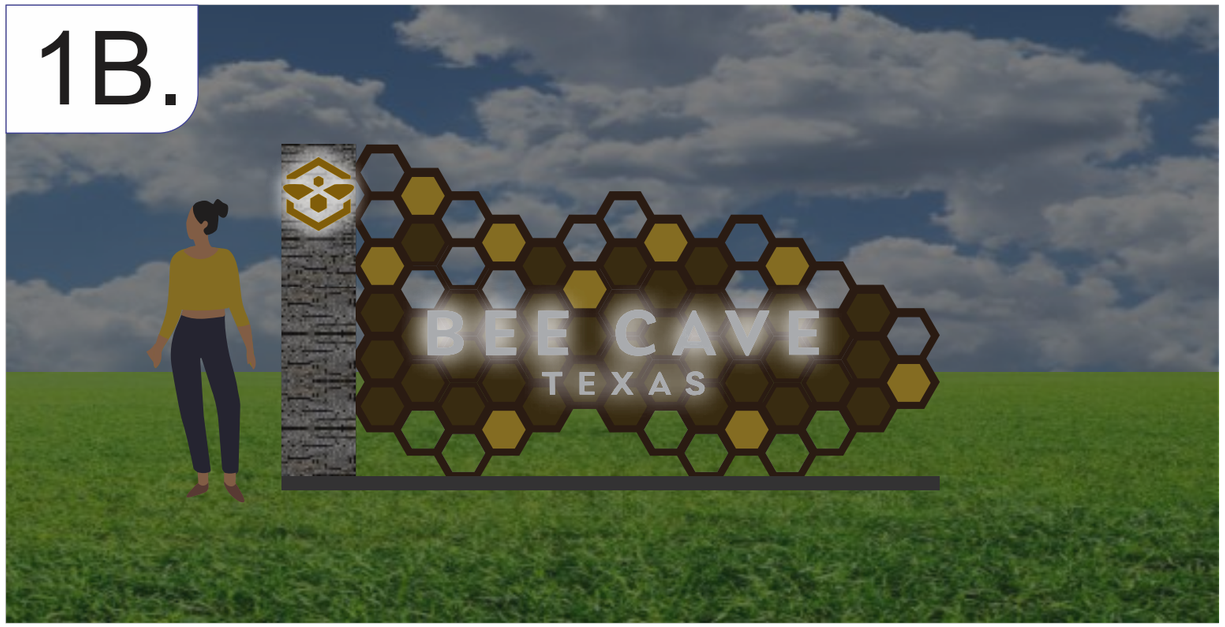
1A.



2A.



1B.



2B.



ION ART
NEON + DESIGN + BUILD

407 Radam Lane, Suite A100
Austin, TX 78745
512.326.9333

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ION JOB #
6657

PROJECT | ART BOOK
City of Bee Cave Sign Package

City of Bee Cave | **Art Book V6**

Art book for client review and approval. Not for construction.

DATE
05.24.2024

Client Approval

Name _____

Signature _____

Date _____

Landlord Approval

Name _____

Signature _____

Date _____

BEE CAVE
TEXAS
Simply Elevated

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ION JOB #
6657

CLIENT
City of Bee Cave Sign Package

PROJECT ADDRESS
Various

City of Bee Cave | **Concept 1**

1 Whole Foods Market Sign



Hidden Concrete Footer

2 Image provided by Client

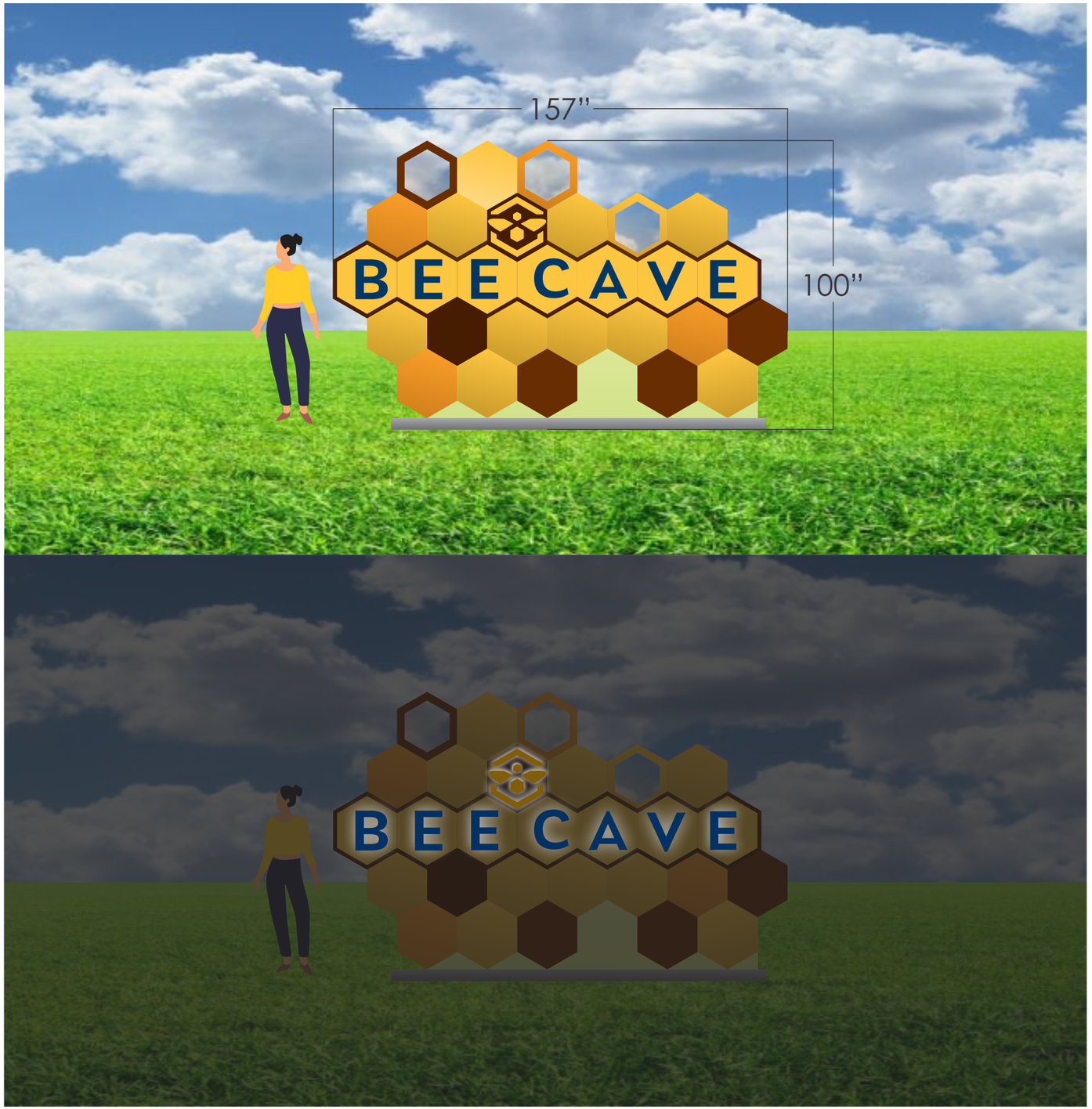


Painted Aluminum Footer

3 Laser Cut Metal screen Pattern



Inspiration



PANTONE 2955 C

PANTONE 2315 C

PANTONE 1375 C

PANTONE 1225 C

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ION JOB # 6657

PROJECT | ART BOOK
City of Bee Cave Sign Package

City of Bee Cave | **Concept 2**

1 Whole Foods Market Sign



Hidden Concrete Footer

2 Image provided by Client

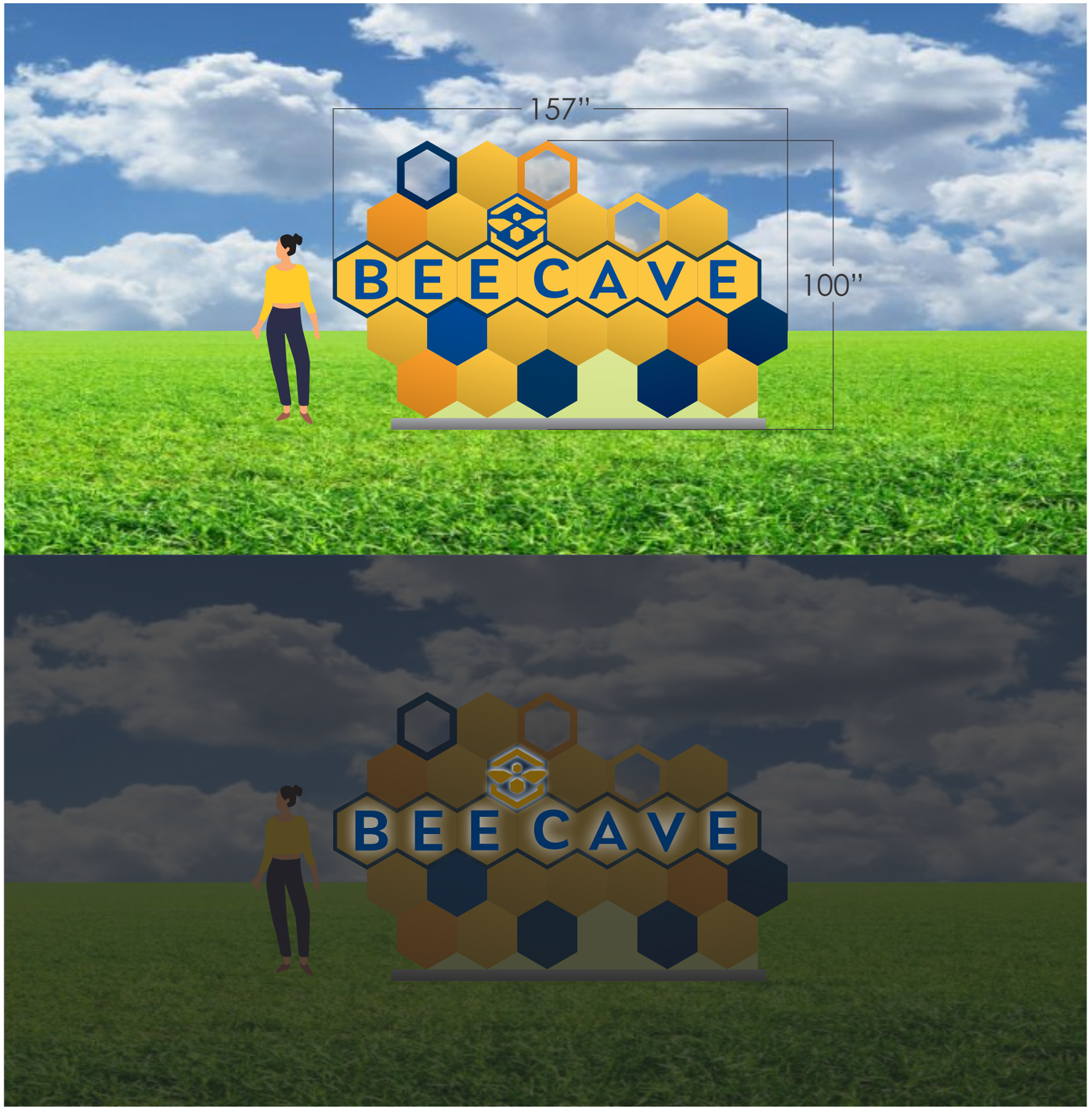


Painted Aluminum Footer

3 Laser Cut Metal screen Pattern



Inspiration



PANTONE 2955 C

PANTONE 2945 C

PANTONE 1375 C

PANTONE 1225 C

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ION JOB # 6657

PROJECT | ART BOOK
City of Bee Cave Sign Package

A.



B.



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City of Bee Cave | **Art Book V8**

Art book for client review and approval. Not for construction.

DATE
07.08.2024

Client Approval		Landlord Approval	
Name	_____	Name	_____
Signature	_____	Signature	_____
Date	_____	Date	_____

BEE CAVE
TEXAS
Simply Elevated

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NEON + DESIGN + BUILD

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ION JOB #
6657

CLIENT
City of Bee Cave Sign Package

PROJECT ADDRESS
Various

City of Bee Cave | **Concept 1**

Inspiration

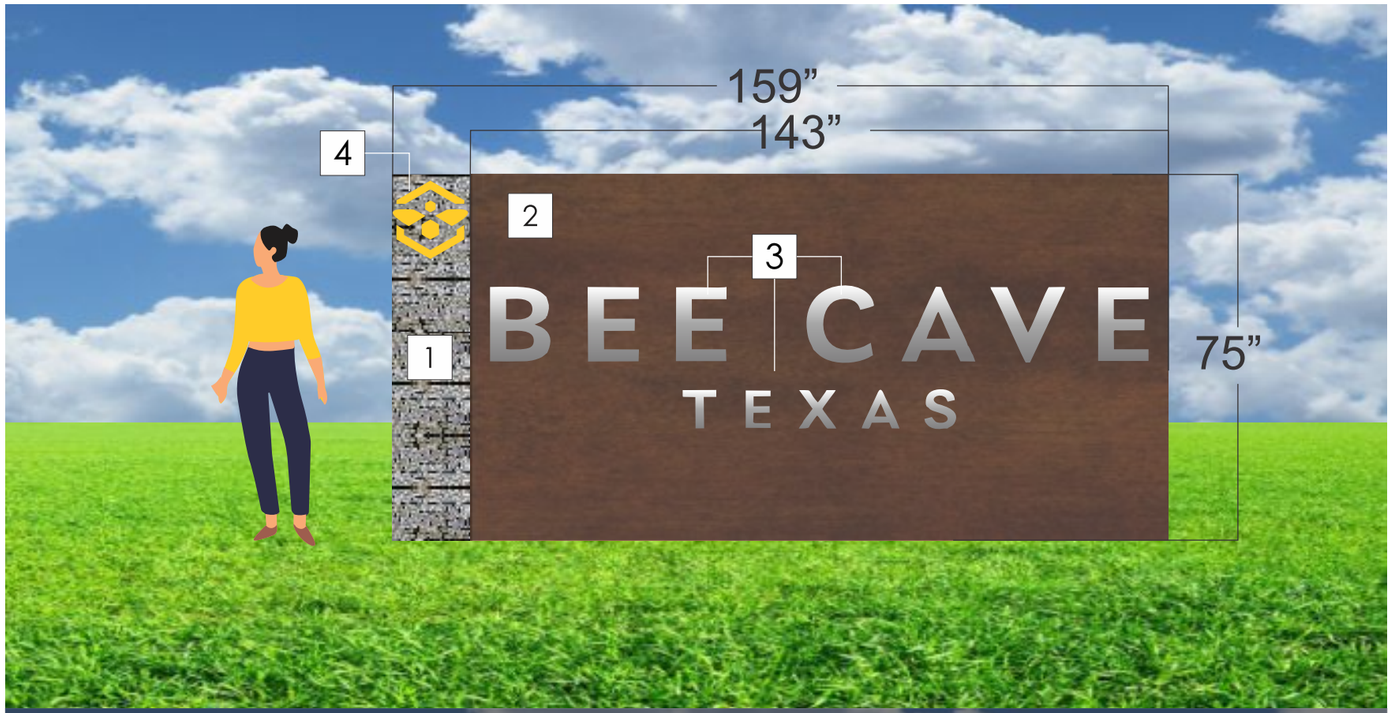


1 16” x 16” x 75” Masonite Column.

2 75” tall by 143” Wide by 2” deep cabinet painted with Bronze B.

3 .125” painted Aluminum Letters with 2” returns, stud mounted 1.5” from sign so that LEDS can create a Halo effect.

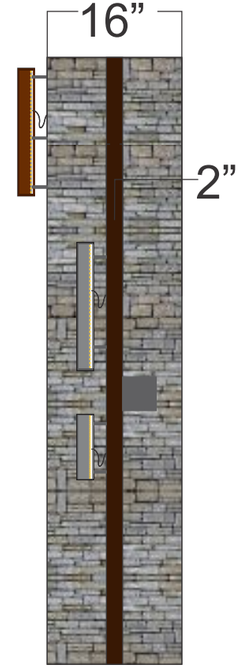
4 .125” Aluminum bee logo with a painted finish. 2” returns, stud mounted 1.5” from sign so that LEDS can create a Halo effect.



Nightview



Side View





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City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider a Guaranteed Maximum Price (GMP) Amendment from Hoar Construction, including the fees to demolish the buildings at 13308 State Highway 71, colloquially referred to as the Revival Tract.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Chelsea Maldonado/Brian Jorgensen - TTH**

1. INTRODUCTION/PURPOSE

Discuss and consider a Guaranteed Maximum Price (GMP) Amendment from Hoar Construction, including the fees to demolish the buildings at 13308 State Highway 71, colloquially referred to as the Revival Tract.

2. DESCRIPTION/JUSTIFICATION

a) Background

City-owned property, Revival Tract (location: 13308 State Highway 71), currently features (2) abandoned buildings and other minor improvements on the site. The site has seen some notable increase in vandalism, dumping, and loitering/trespassing. This amendment includes demo and removal of the existing buildings at the site, along with installation of temporary barricades consisting of large limestone blocks to deter any future vehicular access to the area.

b) Issues and Analysis

Hoar Construction is currently contracted with the City to perform construction services for the potential future Bee Cave Public Library which is presently intended to be located on the Revival Tract. The attached GMP amendment is a defined scope of work for the Construction Manager At-Risk (CMAR) to perform at the site, including demo, cap of existing utilities, tree protection, installation of temporary barricades, and all haul-off. The proposal includes turn-key services, including all permit/fee/GCs/insurance. The GMP amendment does not otherwise modify the existing contract language or relationship with the City and Hoar Construction.

3. FINANCIAL/BUDGET

Amount Requested	$39,017	Fund/Account No.

Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Consider moving forward with the amendment to demolish/remove the buildings on the Revival Tract.

ATTACHMENTS:

Description	Type
EXA - GMP DEMO PACKAGE_HOAR	Backup Material
GMP DEMO PACKAGE BACKUP DOCUMENTS	Backup Material

BC

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 6th day of May in the year 2024 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 25th day of October in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Bee Cave Public Library Building
13308 State Hwy 71
Bee Cave, Texas 78738

THE OWNER:
(Name, legal status, and address)

City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hoar Construction, LLC
7320 N Mopac Expressway
Austin, Texas 78731

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1496863320)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed thirty nine thousand & seventeen dollars ($ 39,017), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See "**Exhibit 1 – Bee Cave Public Library – Demolition Package"** which shall serve as the initial Schedule of Values for this GMP Amendment

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

May 13th, 2024 – or - one week after the date of execution of this Amendment, whichever is later.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.
/
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User Notes: (1496863320)

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than fourteen (14) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

N/A

Section	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit2.

Number	Title	Date
See Exhibit 2.	"Bee Cave Public Library Building – Demo & Fencing Plan"	January 19, 2024

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A	N/A	N/A

Init.
/
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User Notes: (1496863320)

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	N/A

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See "Exhibit 3 – General Qualifications".

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

ARTICLE A.5

§ A.6.1 In addition to the terms and conditions of the Agreement set forth in the AIA A133-2009 Document and the General Conditions set forth in the AIA A201-2007 Document, both in the as-modified form executed by the Parties, the following exhibits are incorporated into the Contract Documents as part of this Amendment:

Exhibit 1	Bee Cave Public Library – Demolition Package dated 1/26/2024 1 pages
Exhibit 2	Bee Cave Public Library Building – Demo & Fencing Plan dated 1/19/2024 1 pages
Exhibit 3	General Qualifications dated 2/22/2024 2 pages
Exhibit 4	Bee Cave Public Library Building – Demo Schedule dated 5/3/2024 1 pages

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
	Jeff Light - Vice President
(Printed name and title)	*(Printed name and title)*

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User Notes: (1496863320)

Exhibit 1 - "Bee Cave Public Library - Demolition Package"

HoarConstruction

Bee Cave Public Library - Demolition Package
City of Bee Cave

Location: Bee Cave, TX

Job Size: 24,000 GSF

Due Date: 01/26/2024

CONCEPT BUDGET SUMMARY

Summary Hierarchy	Cost Per Job Size	Total
02 Site	**$1.27**	**$30,573**
02 - EXISTING CONDITIONS	$0.54	$12,850
31 - EARTHWORK	$0.38	$9,223
32 - EXTERIOR IMPROVEMENTS	$0.35	$8,500
05 General Conditions & Requirements	**$0.19**	**$4,555**
01 - GENERAL	$0.19	$4,555
ESTIMATE SUBTOTAL	**$1.46**	**$35,128**
Subcontractor Default Insurance	$0.02	$407
SDI	*$0.02*	*$407*
General Liability Insurance	$0.02	$488
General Liability & Excess	*$0.02*	*$488*
Builder's Risk Insurance	-	-
Hoar-Furn Build Risk - McGriff (Not Required)	-	-
Gross Receipts Tax, Local Taxes & Licenses	-	$30
Bus License & Franchise Tax	-	*$30*
Fee	$0.06	$1,465
Contractor Fee %	*$0.06*	*$1,465*
Contingency	$0.06	$1,500
Contingency - Construction	*$0.06*	*$1,500*
ESTIMATE GRAND TOTAL	**$1.63**	**$39,017**

Exhibit 2 - "Bee Cave Public Library Building - Demo & Fencing Plan"



HoarConstruction

Always In Process

General Qualifications

Project: Bee Cave Public Library – Demolition Package (R01)
Location: Bee Cave, TX
Date: 02/22/2024
For: City of Bee Cave

The following list of qualifications have been used in developing the Contract Sum and Contract Time. Where conflicts exist between these qualifications and other Contract Documents, these qualifications shall take precedence.

Project Specific Qualifications by Division

Division 02 Existing Conditions

02.01 Hidden Conditions:

02.02 Environmental Assessments:

02.02.A Excludes asbestos remediation. Per the Report of Asbestos Survey, dated July 25, 2022, no asbestos was found in the existing structures.

02.03 Selective Demolition:

02.03.A Includes Demolition Permit.

02.03.B Includes removal and disposal/recycle of the (2) existing structures and foundations on site (approx. 780 SF and 815 SF).

02.03.C Includes removal and disposal/recycle of fencing and misc. debris on site.

02.03.D Excludes utility terminations.

02.03.E Excludes remediation/removal of abandoned tanks below grade.

Division 31 Earthwork

31.01 Clear & Grub:

31.01.A Excludes pruning/trimming of trees on site.

31.01.B Excludes grading and leveling of site, post demolition of structures.

31.02 Erosion Control:

31.02.A Includes (525) LF of tree protection fencing.

31.02.B Includes tree planning and mulching for (3) trees.

31.02.C Excludes erosion control measures, other than tree protection.

Division 32 Site Improvements

32.01 Fencing & Screening:

32.01.A Includes (23) EA - 2'x4' butter blocks.

32.01.B Includes (1) EA – 12' wide vehicle gate, with a chain and lock, for site access.

32.02 Landscape & Irrigation:

32.02.A Excludes initial mowing of site, post demolition of structures.

32.02.B Excludes all mowing and maintenance of site.

Division 01 General Requirements

01.01 Builder's Risk Insurance:

01.01.A Excludes Builder's Risk Insurance.

01.02 Hoar Payment and Performance Bond:

01.02.A Excludes P&P Bond.

01.03 Renovations/Existing Conditions:

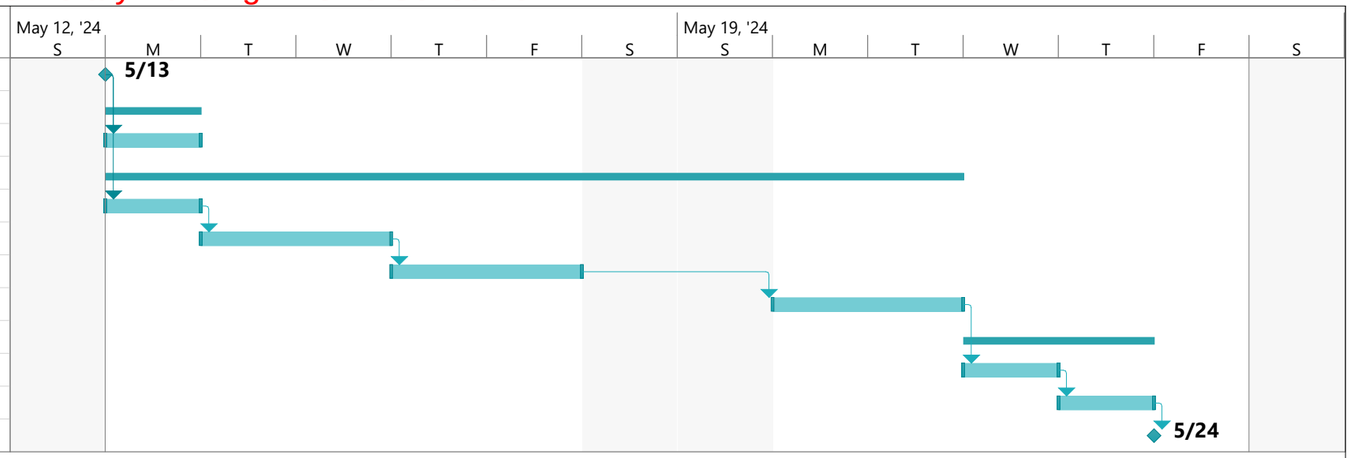
01.03.A Connection to, and integration with, existing conditions is based on documentation of existing conditions provided by Owner and Contractor's visual inspection. Conditions discovered that were not observed through these means may affect cost and/or schedule and will be addressed by Owner through change order.

01.04 Security:

01.04.A The Contract Sum does not include any cost for security services/personnel to protect adjacent properties outside the limits of construction. Contractor is not responsible for the protection/safety of such property.

Exhibit 4 - "Bee Cave Public Library Building - Demo Schedule"

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Notice to Proceed**	0 days	5/13/24	5/13/24	
2		**SWPPP**				
3		Install Tree Protection	1 day	5/13/24	5/13/24	1
4		**Demolition**				
5		Electrical Disconnect	1 day	5/13/24	5/13/24	1
6		Demo Structure 1	2 days	5/14/24	5/15/24	5
7		Demo Structure 2	2 days	5/16/24	5/17/24	6
8		Haul-Off of Structures 1 & 2	2 days	5/20/24	5/21/24	7
9		**Site Access Control**				
10		Install 12' Vehicular Gate	1 day	5/22/24	5/22/24	8
11		Deliver & Place Butter Blocks	1 day	5/23/24	5/23/24	10
12		**Demo Package Complete**	0 days	5/24/24	5/24/24	11

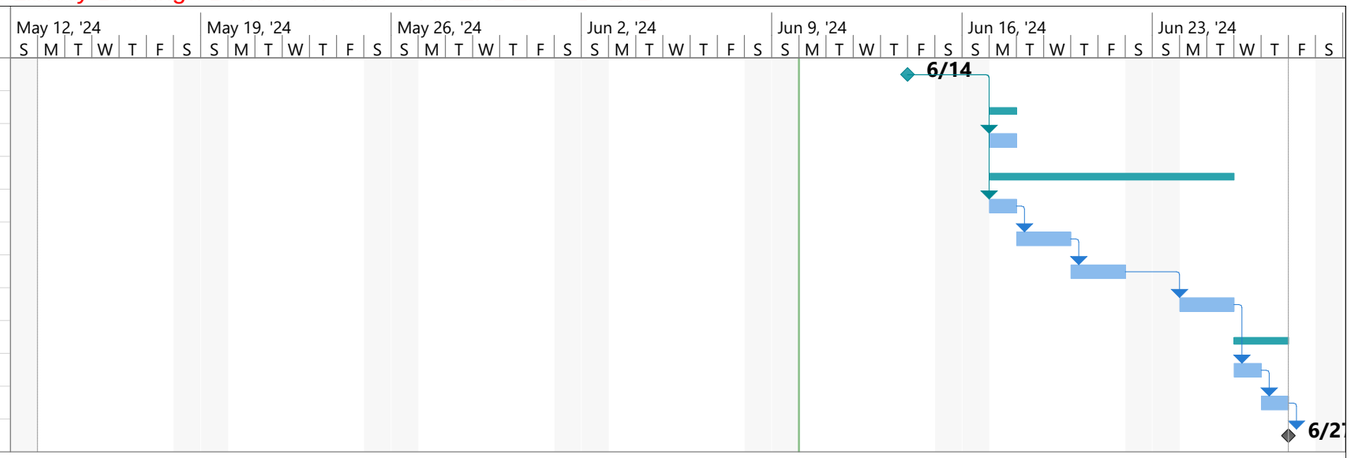


Project: Bee Cave Public Library
Date: 5/3/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Exhibit 4 - "Bee Cave Public Library Building - Demo Schedule" - AMENDED 6/10/2024

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Notice to Proceed**	0 days	Fri 6/14/24	Fri 6/14/24	
2		**SWPPP**				
3		Install Tree Protection	1 day	Mon 6/17/24	Mon 6/17/24	1FS+1 day
4		**Demolition**				
5		Electrical Disconnect	1 day	Mon 6/17/24	Mon 6/17/24	1FS+1 day
6		Demo Structure 1	2 days	Tue 6/18/24	Wed 6/19/24	5
7		Demo Structure 2	2 days	Thu 6/20/24	Fri 6/21/24	6
8		Haul-Off of Structures 1 & 2	2 days	Mon 6/24/24	Tue 6/25/24	7
9		**Site Access Control**				
10		Install 12' Vehicular Gate	1 day	Wed 6/26/24	Wed 6/26/24	8
11		Deliver & Place Butter Blocks	1 day	Thu 6/27/24	Thu 6/27/24	10
12		**Demo Package Complete**	0 days	Thu 6/27/24	Thu 6/27/24	11



Project: Bee Cave Public Library
Date: Mon 6/10/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

CONCEPT BUDGET SUMMARY

Summary Hierarchy	Cost Per Job Size	Total
02 Site	**$1.27**	**$30,573**
02 - EXISTING CONDITIONS	$0.54	$12,850
31 - EARTHWORK	$0.38	$9,223
32 - EXTERIOR IMPROVEMENTS	$0.35	$8,500
05 General Conditions & Requirements	**$0.19**	**$4,555**
01 - GENERAL	$0.19	$4,555
ESTIMATE SUBTOTAL	**$1.46**	**$35,128**
Subcontractor Default Insurance	$0.02	$407
SDI	*$0.02*	*$407*
General Liability Insurance	$0.02	$488
General Liability & Excess	*$0.02*	*$488*
Builder's Risk Insurance	-	-
Hoar-Furn Build Risk - McGriff (Not Required)	-	-
Gross Receipts Tax, Local Taxes & Licenses	-	$30
Bus License & Franchise Tax	-	*$30*
Fee	$0.06	$1,465
Contractor Fee %	*$0.06*	*$1,465*
Contingency	$0.06	$1,500
Contingency - Construction	*$0.06*	*$1,500*
ESTIMATE GRAND TOTAL	**$1.63**	**$39,017**

CONCEPT EXPANDED BUDGET SUMMARY

Summary Hierarchy	Cost Per Job Size	Total
02 Site	**$1.27**	**$30,573**
02 - EXISTING CONDITIONS	**$0.54**	**$12,850**
02.01 - DEMOLITION	$0.54	$12,850
31 - EARTHWORK	**$0.38**	**$9,223**
31.06 - EROSION CONTROL	$0.38	$9,223
32 - EXTERIOR IMPROVEMENTS	**$0.35**	**$8,500**
32.09 - STRIPING & TRAFFIC CONTROL	$0.35	$8,500
05 General Conditions & Requirements	**$0.19**	**$4,555**
01 - GENERAL	**$0.19**	**$4,555**
01.01 - GENERAL CONDITIONS	$0.18	$4,405
01.02 - GENERAL REQUIREMENTS	$0.01	$150
ESTIMATE SUBTOTAL	**$1.46**	**$35,128**
Subcontractor Default Insurance	**$0.02**	**$407**
SDI	$0.02	$407
General Liability Insurance	**$0.02**	**$488**
General Liability & Excess	$0.02	$488
Gross Receipts Tax, Local Taxes & Licenses	**-**	**$30**
Bus License & Franchise Tax	-	$30
Fee	**$0.06**	**$1,465**
Contractor Fee %	$0.06	$1,465
Contingency	**$0.06**	**$1,500**
Contingency - Construction	$0.06	$1,500
ESTIMATE GRAND TOTAL	**$1.63**	**$39,017**

CONCEPT BUDGET DETAIL

Estimate Hierarchy	Quantity	Unit	Unit Cost	Total
ESTIMATE GRAND TOTAL	**24,000**	**GSF**	**$1.63**	**$39,017**
02 Site	**24,000**	**GSF**	**$1.27**	**$30,573**
02 - EXISTING CONDITIONS	**24,000**	**GSF**	**$0.54**	**$12,850**
02.01 - DEMOLITION	24,000	GSF	$0.54	$12,850
DEMOLITION ALLOWANCE	24,000	GSF	$0.54	$12,850
Demolition (demoliton of (2) structures, removal of trash onsite)	1,792	SF	$6.89	$12,350
Electrical Disconnect	1	EA	$500.00	$500
31 - EARTHWORK	**24,000**	**GSF**	**$0.38**	**$9,223**
31.06 - EROSION CONTROL	24,000	GSF	$0.38	$9,223
EROSION CONTROL	24,000	GSF	$0.38	$9,223
SWPPP - Tree Protection	3	EA	$3,074	$9,223
32 - EXTERIOR IMPROVEMENTS	**24,000**	**GSF**	**$0.35**	**$8,500**
32.09 - STRIPING & TRAFFIC CONTROL	24,000	GSF	$0.35	$8,500
PARKING GATES	24,000	GSF	$0.35	$8,500
Temporary Fencing - Gates - 06' Pair Vehicular Gates [12' wide]	1	PAIR	$1,500	$1,500
Temporary Construction Fencing - Butter Blocks (2'x4') (190 LF, 4' wide blocks, spaced 2-3' apart)	20	EA	$350.00	$7,000
05 General Conditions & Requirements	**24,000**	**GSF**	**$0.19**	**$4,555**
01 - GENERAL	**24,000**	**GSF**	**$0.19**	**$4,555**
01.01 - GENERAL CONDITIONS	24,000	GSF	$0.18	$4,405
PROJECT STAFFING	24,000	GSF	$0.18	$4,350
SUPPORT SERVICES	24,000	GSF	-	$55
01.02 - GENERAL REQUIREMENTS	24,000	GSF	$0.01	$150
SAFETY	24,000	GSF	$0.01	$150
ESTIMATE SUBTOTAL	**24,000**	**GSF**	**$1.46**	**$35,128**
Subcontractor Default Insurance	24,000	GSF	$0.02	$407
SDI	1.400 %	SUBTOTAL		$407
General Liability Insurance	24,000	GSF	$0.02	$488
General Liability & Excess	1.250 %	TOTAL		$488
Builder's Risk Insurance	24,000	GSF	-	-
Hoar-Furn Build Risk - McGriff (Not Required)	0.000 %	TOTAL		-
Gross Receipts Tax, Local Taxes & Licenses	24,000	GSF	-	$30

CONCEPT BUDGET DETAIL

Estimate Hierarchy	Quantity	Unit	Unit Cost	Total
Bus License & Franchise Tax	0.077 %	TOTAL		$30
Fee	24,000	GSF	$0.06	$1,465
Contractor Fee %	3.900 %	SUBTOTAL		$1,465
Contingency	24,000	GSF	$0.06	$1,500
Contingency - Construction	-	LS		$1,500
ESTIMATE GRAND TOTAL	**24,000**	**GSF**	**$1.63**	**$39,017**

SIERRA DEMOLITION

358 Alsace Avenue
Jarrell, Texas 76537

January 23, 2024

Hoar Construction
7320 North MoPac Expressway, Suite 205
Austin, TX 78731

RE: Demolition Services
Bee Cave Library Site

Sierra Demolition is pleased to submit for your consideration the following proposal for the above referenced work.

Our proposal is for the removal and disposal/recycle of 2 structures, foundations, fencing and miscellaneous debris. All work will be performed in accordance with TDSHS, OSHA and all applicable Federal, State and Local Regulations. Our quote also includes $1,000,000.00 in GL, Auto and WC coverages with an additional $3,000,000.00 umbrella.

Our price is **$12,350.00**.

This price excludes permits, utility terminations, erosion controls and asbestos materials.

If you should have any questions or require any additional information, please do not hesitate to call.

Respectfully,

Pat Fleener
Sierra Demolition

BWISE ENVIRONMENTAL CONSULTING, INC.
SWPPP Compliance Specialists

PROPOSAL

SWPPP Services

Demo Project Tree Protection

Austin, Texas

Prepared by:
Wilkes Swaim, CESSWI
Estimator
wswaim@bwiseenvironmental.com
512-818-2820

Mallory Lee
Hoar Construction
October 19, 2022

Three Part Turnkey Services

	ITEM	Unit	Unit Price	Quanitity	TOTAL
Part 1	N/A				
Part 2					
	Tree Protection Fencing	LF	$3.90	525	$2,047.50
	Tree Planking	EA	$650.00	3	$1,950.00
	Mulch	CY	$55.00	95	$5,225.00
Part 3	N/A				

PART 1	$0.00	
PART 2	$9,222.50	
PART 3	$0.00	
SUB TOTAL	$9,222.50	
SALES TAX	~~$760.86~~	NA
TOTAL	~~$9,983.36~~	$9,222.50

Please sign for Notice To Proceed

***** For scheduling please contact Rob Little, OM, rlittle@bwiseenvironmental.com 254-444-7208*****

State of Texas Historically Underutilized Business Certification #1202179840500

Details and Specifications

Part 1: SWPPP Narrative Plan

SWPPP NARRATIVE PLAN DEVELOPMENT

Development includes:

- Independent research regarding all reqired site specific elements.
- Gathering of maps, plans and other corollary materials.
- Incorporation of specific local additions to regulatory requirements and elimination of elements not required by law.
- Plan is certified by Certified Professional in Erosion and Sediment Control as required.
- Compiled in a 3-Ring binder designed for jobsite use.
- Complete your TCEQ Notice of Intent (NOI)/Construction Site Notice (CSN).
- Submit to relevant MS4, a copy of your NOI/CSN to meet notification requirements.
- Provide and install purpose-specific SWPPP posting signage onsite for your NOI/CSN.
- Complete and submit your Notice of Termination and MS4 notification upon final stabilization.

ADDITIONAL SWPPP DOCUMENTATION SERVICES

- Extra SWPPP narrative hard copies - **$50 EA** **Some MS4 agencies require a hard copy submittal**
- Revise existing SWPPP - **$500** *Inlcudes review and revision of SWPPP develeoped by others, including all items liste above.*
- Lockbox - **$225 EA** *Regulations require that SWPPP documents be on site and available for review.*

Part 2: SWPPP Best Management Practice Installation

Each of our innovative BMP's have been extensively field tested by our profesional installers to ensure the highest quality and have been carefully selected to provide higher compliance while lowering maintenance requirements and minimizing cost over the course of the project. Each is priced on a per unit basis. The actual number and quantity installed may vary based on site specifics and project management decisions. Invoiced cost will reflect only those controls actually installed. Prices do not include sales tax or removal. If controls are not installed as indicated below, a minimum trip charge may be incurred.

SITE ACCESS

STABILIZED CONSTRUCTION EXIT (SCE) - Quality 4"x 8" open graded rock to create a 20'x50'x8" exit. *Excludes pavement removal.*

RATTLE GRATE™/RATTLE TRACK™ - Monthly lease of Rattle GrateTM or Rattle TrackTM units (10'x8' per unit).

Value engineered option that reduces maintenance cost and minimizes trackout. Options for purchase are available upon request.

INLET PROTECTION BARRIERS (IPB)

SILT SACK (AREA DRAIN IPB) - Installation of heavy duty under-grate IPB designed for high flow rate.

GRATE INLET PROTECTIONS (AREA DRAIN IPB) - Installation of geotextile fabric under the grate.

GEOCURVE (CURB IPB) - Installation of GeoCurve Curb Inlet Protection.

PERIMETER CONTROL

REINFORCED FILTER FABRIC FENCE (RFB) - Wire backed fabric with steel t-posts driven on 6'-7' centers to assure longevity.

T-POST SAFETY CAPS (As Needed) - Installation of T-post caps. Estimate 16 per 100 LF of silt fence. *OSHA caps as required*

TRIANGULAR FILTER DIKES - Installation of triangular filter dikes as specified and per City of Austin standard specifications.

FLOW CONTROL BARRIERS

ROCK BERMS - Installation of 3x5 open graded rock wrapped in chicken wire sheathing as required.

STRAW WATTLES - Installation of 9 inch x 25ft Straw wattles fastened with wooden stakes.

MULCH SOCK - Installation of 12" mulch socks.

GRAVEL FILTER BAGS - Installation of gravel fitler bags per plan.

EROSION EELS - Installation of tube shaped unit made from heavy duty geo textile fabric w/recycled rubber material fill.

Heavy, durable, reusable, movable and will far outlast natural wattles. Can be used in place of straw wattles and filter dikes

OPTIONAL ITEMS

TREE PROTECTION FENCING - Installation of chain link fence on steel t-posts, set on 6'-7' centers. (excludes mulch and pruning)

CONCRETE WASHOUT - Construction of Concrete Washout with 10ml liner per plan Specifications.

DEWATERING BAG - Delivery and drop off of a dewatering bag for use in dewatering.

TEMPORARY SEEDING (Bermuda) - Installation of temporary seeding applied via hydroseeding. Excludes topsoil and watering.

MAINTENANCE/TRIP CHARGE - Removal of sediment and maintenance / repair of BMPs where necessary.

CLEARING FOR BMP INSTALLATION - Clearing for installation of BMPs if paths are not established for erosion control installation.

Part 3: SWPPP Compliance Assurance Plan (CAP)

This service is available to keep your project at the maximum compliance level through the course of your project with our industry leading, best in class SWPPP Documentation & Inspection Services that provide genuine risk management.

INSPECTION SERVICE

Service includes:

- SWPPP information and informal training at the jobsite as needed.
- **Weekly site inpsections conducted by CPESC or CESSWI certified inspectors as required.**
- Findings of site inspections recorded in the SWPPP during the course of the project.
- Weekly communication with Project Superintendent, as to action items required to maintain SWPPP compliance.
- Regular modification of SWPPP Narrative as needed, to meet SWPPP 'living document' requirements.
- On call support and mediation in conversations with visiting regulatory compliance officers.

INSPECTION SERVICE FEES

Monthly charge incurred until final stabilization or termination and are incurred only for the actual period when inspections are made.

*****Proposal will remain in effect for 15 days.***

Extensive references available on request.**

Ben Carter

From: Devin Wedward <devin@metalinktx.com>
Sent: Monday, May 20, 2024 3:04 PM
To: Ben Carter
Subject: Bollard and Chain

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **#TechCares**

Ben,

As discussed.
Quote
Bee Cave Public Library

Furnish & Install Bollard and Chain gate - 12-16 ft wide, 4" bollards

Quote total $ 1,500.00

Let me know if you have any questions or need anything else.

Thanks,

Devin Wedward
Project Manager
Metalink LLC
512-243-2900 office
512-293-1990 wireless
devin@metalinktx.com

Ben Carter

From: Superior Stone <office@superiorstoneinc.com>
Sent: Tuesday, May 7, 2024 1:17 PM
To: Ben Carter
Subject: Re: Bee Cave Public Library - Butter Blocks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **#TechCares**

Hello,

If we deliver and place these 2x4 blocks it will be $125 block plus tax. That includes material and freight with a forklift. You will need to have someone onsite to show my driver where to place them. Thank you

Estimated cost is $2,500. $7,000 has been included in the budget. COB will only pay the cost incurred by Hoar. Any remaining amount will be returned to COB. GZ

On Tue, May 7, 2024 at 12:45 PM Ben Carter <bcarter@hoar.com> wrote:

> James,
>
> Thanks for taking the time to speak with me today. As we discussed, I'm looking for a price to have the following delivered, unloaded & placed:
>
> - 20 EA – 2'x4' Butter Blocks
> - Placed in 190 LF line & spaced ~3' apart (see attached drawing)
> - Project is tax exempt.
>
> Delivery address:
>
> 13308 State Hwy 71
>
> Bee Cave, Texas 78738
>
> Let me know if you have any questions.
>
> Thanks for your help!

Ben Carter | Senior Project Manager
7320 North MoPac Expressway, Suite 205
Austin, TX 78731
cell / 214.728.5233
hoar.com



City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on Resolution No. 2024-16 approving a contract between the Bee Cave Development Corporation and GIS Planning, Inc. for providing geographic information system software and services covering the geographic boundaries of Bee Cave, Texas.**
Council Action:	**Disuss and consider**
Department:	**Administration**
Staff Contact:	**Dori Kelley, Business Development & Relations Manager**

1. INTRODUCTION/PURPOSE

The Bee Cave Development Corporation is continuing to ratify previously approved contracts, now asking for formal approval from the City Council.

2. DESCRIPTION/JUSTIFICATION

a) Background

We have introduced a versatile system designed to create, manage, analyze, and map various types of data. Named buildbeecave.com, this microsite is linked on the EDC website under "Data Center."
Following the city's recent rebranding and the commencement of significant developments, the EDC is focused on establishing Bee Cave as a prime destination for potential businesses and developers to serve the city's residents.
The objective is to sustain a robust sales tax-driven economy by attracting businesses that can support this goal. This initiative begins with leveraging data, which is where GIS Planning proves essential.

b) Issues and Analysis

Subscription Start Date: August 1, 2023 through July 31, 2024
The agreement will auto-renew for an additional 12 months on the anniversary of the subscription start date unless terminated by either party on giving prior written notice to the other party no less than 30 days before the anniversary of the subscription start date.

Cost: $7,500 per year

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
GIS agreement	Cover Memo
Resolution No. 2024-16	Resolution Letter

DocuSign Envelope ID: 88F346F0-FC22-44F5-B253-AEA56A3A5C06

FINANCIAL TIMES

FT PRODUCT ORDER FORM

Parties	
FT	GIS Planning Inc., whose registered office is at 311 California Street, Suite 700, San Francisco, CA 94104
Client	Bee Cave EDC Bee Cave City Hall 4000 Galleria Parkway Bee Cave TX 78738 USA
Period of Subscription	
Subscription Start Date	August 1, 2023
Subscription Period	From the Subscription Start Date until July 31, 2024 The Agreement will auto-renew for an additional 12 months on the anniversary of the Subscription Start Date unless terminated by either party on giving prior written notice to the other party no less than 30 days before the anniversary of the Subscription Start Date. The Fee will be subject to increase at each anniversary of the Subscription Start Date. FT will provide the Client's Relationship Manager with at least 60 days prior notification (by email) of any such increase and Client will provide its written acceptance of such increase no less than 30 days before the anniversary of the Subscription Start Date. Upon auto-renewal, the then current version of the Subscription Terms in effect shall apply to such auto-renewal.
PRODUCTS TO BE PROVIDED	
Database Products	
Other Products	
GIS Planning	**Service:** ZoomProspector Enterprise License with Google Maps MicroSite The geographic scope of the Software will cover the geographic boundaries of Bee Cave, Texas, a community with no more than 50,000 people. **Target Go-Live Date:** August 1 2023

FEE BREAKDOWN	
Product Name	**Product Fee**
ZoomProspector Enterprise	$5,000
MicroSite with Interactive GIS Tools and Key Data	$2,500 (reflects special discount from $5,000 list for year one)

Total Fee	
Total Fee	$7,500
Renewal	$7,500
Payment Term	60 Days of the FT invoice date.
Invoicing Contact	Dori Kelley Bee Cave EDC Bee Cave City Hall 4000 Galleria Parkway Bee Cave TX 78738 USA

DocuSign Envelope ID: 88F346F0-FC22-44F5-B253-AEA56A3A5C06

Relationship Managers	
FT	Jeff Suneson, Director of Client Services, 415-294-4774, support@gisplanning.com
Client	Dori Kelley, Economic Development, 512-767-6600, dkelley@beecavetexas.gov

Legal

This Order will be governed by the Subscription Terms at https://legal.ft.com/ftspecialist/subscription-terms and together comprise the agreement between the parties ("**Agreement**").

Client acknowledges that it has read and understood this Agreement. This Agreement will become legally binding when signed on behalf of both parties.

You agree that any signature of this Agreement by digital or electronic means is legally binding. Signed by: Name: CLINT GARZA Position: CITY MANAGER Date: 7.19.23	You agree that any signature of this Agreement by digital or electronic means is legally binding. Signed by: DocuSigned by: D1EB7957F4D4497... Bee Cave EDC Name: pablo Position: Senior vicepresident Date: 7/25/2023

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS, APPROVING A CONTRACT BETWEEN THE BEE CAVE DEVELOPMENT CORPORATION AND GIS PLANNING, INC. FOR PROVIDING GEOGRAPHIC INFORMATION SYSTEM SOFTWARE AND SERVICES COVERING THE GEOGRAPHIC BOUNDARIES OF BEE CAVE, TEXAS

WHEREAS, pursuant to Chapters 501 and 505, Texas Local Government Code, the City of Bee Cave, Texas (the "***City***") formed the Bee Cave Development Corporation, commonly referred to as the Bee Cave Economic Development Board (the "***EDB***"), a Texas Type B economic development corporation;

WHEREAS, pursuant to the EDB bylaws, the EDB may, with the approval of the Bee Cave City Council, contract with any qualified and appropriate entity to perform and discharge designated tasks that will aid or assist the EDB board of directors in the performance of its duties;

WHEREAS, the City Council has determined that GIS Planning Inc. is a qualified and appropriate entity to perform and discharge the tasks designated in the FT Product Order Form attached as Exhibit A (the "***Contract***"), described generally as geographic information system software and services (the "***Tasks***") and that the performance of the services and tasks in the Contract will aid and assist the EDB board of directors in the performance of its duties; and

WHEREAS, the Bee Cave City Council finds and determines that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THAT:

1. The foregoing recitals are incorporated into this resolution by reference as findings of fact as if expressly set forth herein.

2. The City Council of the City of Bee Cave approves the Contract.

3. All actions taken by the EDB pursuant to the Contract prior to the date of this resolution are ratified and approved.

4. This resolution is effective as of the date of adoption.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____
Kara King, Mayor

ATTEST:

_____
Jo Ann Touchstone, City Secretary

APPROVED:

_____
Ryan S. Henry, City Attorney

DocuSign Envelope ID: 88F346F0-FC22-44F5-B253-AEA56A3A5C06

FINANCIAL TIMES

FT PRODUCT ORDER FORM

Parties	
FT	GIS Planning Inc., whose registered office is at 311 California Street, Suite 700, San Francisco, CA 94104
Client	Bee Cave EDC Bee Cave City Hall 4000 Galleria Parkway Bee Cave TX 78738 USA
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Subscription Start Date	August 1, 2023
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PRODUCTS TO BE PROVIDED	
Database Products	
Other Products	
GIS Planning	**Service:** ZoomProspector Enterprise License with Google Maps MicroSite The geographic scope of the Software will cover the geographic boundaries of Bee Cave, Texas, a community with no more than 50,000 people. **Target Go-Live Date:** August 1 2023

FEE BREAKDOWN	
Product Name	**Product Fee**
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MicroSite with Interactive GIS Tools and Key Data	$2,500 (reflects special discount from $5,000 list for year one)

Total Fee	
Total Fee	$7,500
Renewal	$7,500
Payment Term	60 Days of the FT invoice date.
Invoicing Contact	Dori Kelley Bee Cave EDC Bee Cave City Hall 4000 Galleria Parkway Bee Cave TX 78738 USA

V01-02-2023

Relationship Managers	
FT	Jeff Suneson, Director of Client Services, 415-294-4774, support@gisplanning.com
Client	Dori Kelley, Economic Development, 512-767-6600, dkelley@beecavetexas.gov

Legal

This Order will be governed by the Subscription Terms at https://legal.ft.com/ftspecialist/subscription-terms and together comprise the agreement between the parties ("**Agreement**").

Client acknowledges that it has read and understood this Agreement. This Agreement will become legally binding when signed on behalf of both parties.

You agree that any signature of this Agreement by digital or electronic means is legally binding. Signed by: Name: CLINT GARZA Position: CITY MANAGER Date: 7.19.23	You agree that any signature of this Agreement by digital or electronic means is legally binding. Signed by: DocuSigned by: D1EB7957F4D4497... Bee Cave EDC Name: pablo Position: Senior vicepresident Date: 7/25/2023

V01-02-2023

FT SPECIALIST SUBSCRIPTION TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 These terms and conditions ("**Subscription Terms**") together with the Order form the agreement between the parties (the "**Agreement**").

1.2 Words and phrases have the meaning given to them in the Order and this clause 1.2:

(a) "**Content**" means any data, information, text, tables, computations and any other content, work or materials in any form made available by FT in any of the Products but excludes any Client Content.
(b) "**Control**" means direct or indirect ownership of 50% or more of the voting equites or equivalent of the affected party or the power to nominate least half of the members of the board of directors or equivalent of the affected party.
(c) **"Client Content"** means any content (including personal data), from time to time provided by Client to FT or otherwise entered into or uploaded into the Product by, or on behalf of, or authorized by the Client.
(d) "**Data Protection Laws**" means any data protection laws applicable to the processing of personal data by FT, which may include the UK Data Protection Act 2018 and the EU General Data Protection Regulation ("**GDPR**"). The expressions "**personal data**", "**process**", "**controller**" and "**processor**" have the meanings given to them in GDPR.
(e) "**IPRs**" means all present and future copyright, moral rights, database rights, trade mark rights, patents, designs, trade secrets and all related rights and neighbouring rights and any other intellectual property rights of whatsoever nature throughout the world whether or not registered or capable of registration including all renewals and/or extensions.
(f) "**Order**" means an order form or term sheet signed by FT and Client for the purchase of one or more of the Products which incorporates these Subscription Terms.
(g) "**Product**" means each separate product or service purchased under the Order.
(h) "**Subscription Period**" means the period set out in the Order.
(i) **"User"** means Client's staff or third party consultants granted access to the Product.

1.3 Unless the context otherwise requires:

(a) "**includes**", "**including**" and any similar terms will be construed as without limitation;
(b) "**writing**" or "**written**" includes email but not fax;
(c) any reference to a legislative provision includes any subsequent re-enactment or amendment; and
(d) references to "**clauses**" are to the clauses in these Subscription Terms.

1.4 In the case of any conflict or ambiguity, the Order shall take precedence over these Subscription Terms.

2. RIGHTS AND OBLIGATIONS

2.1 FT will provide Client with access to the Products set out in the Order (including, where applicable for the relevant Product, providing Client with a 'link', 'Pin', 'ID', or similar mechanism for such purposes).

2.2 FT shall use commercially reasonable efforts to make the Products available at least 99% of each calendar month subject to any downtime associated with routine maintenance. Client acknowledges that FT is not responsible for unavailability due to reasons beyond FT's control, such as issues with Client's network or any Force Majeure Event.

2.3 Client will, and will ensure that its Users will:

(a) only use the Products for Client's business purposes in accordance with this Agreement and applicable laws;
(b) be responsible for the accuracy, quality and legality of Client Content, and for ensuring that it has all necessary rights, licences and consents to use the Client Content in the Products;
(c) where required, register online to access the applicable Product, with each registration being for a single User only;
(d) only provide access to persons permitted under this Agreement, complying with any limit on the number of permitted Users set out in the Order;
(e) ensure that any passwords (or equivalent) issued for use by specific Users are kept confidential and not shared with other individuals (internally or externally);
(f) use commercially reasonable efforts to prevent unauthorised use of the Products or any Content, and notify FT promptly of any such unauthorised access or use;

(g) if requested by FT, provide FT with a list of Users so that FT may provide those Users with access to the Product; and
(h) notify FT of any change of Users from time to time (including when Users cease to be employed or engaged by Client).

2.4 Save as expressly permitted by applicable law or otherwise approved in writing in advance by FT, Client will not, and will not permit any third party to:

(a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt and/or make error corrections to the whole and/or any Products or Content (or any part thereof);
(b) interfere with or disrupt the integrity or performance of any part of any Product;
(c) sell, license, sub-license, grant or purport to grant any rights in or otherwise make available any Products or Content (or any part thereof);
(d) use Content to create a product or service that competes with or fulfils an identical or similar purpose to any Product;
(e) use any part of any Product to store or transmit malicious, infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
(f) remove, conceal or alter any FT name, trademark, copyright notices or other means of identification or disclaimers as contained in the Products;
(g) state or imply that FT promotes or endorses any specific regional investment, third party products or services (except to the extent that FT does expressly endorse any specific regional investment, third party products or services); or
(h) distort or misrepresent the substance of any Product or any part thereof.

2.5 FT reserves the right to monitor Product usage by all Users during the Subscription Period, for the purpose of, for example, product development, usage reporting and ensuring compliance with this Agreement. Where FT has reasonable grounds to suspect unauthorised use of a Product by Client or a User, FT reserves the right to immediately deny access to a Product to that User. FT will promptly notify Client of such denial of access, which will continue until such time as FT is satisfied, in its reasonable opinion, that such unauthorised use is resolved.

2.6 FT has no obligation to monitor or moderate Client Content, but FT has the right to remove any Client Content that FT considers (in its sole discretion) to violate this Agreement or to expose FT or its other clients or users to any legal liability or unacceptable commercial or reputational risk.

2.7 FT reserves complete freedom in the form of the Products and may add to, remove or edit the Content at any time without notice.

2.8 Except as expressly provided in this Agreement, no rights or licences, express or implied, are granted to Client or any third party in respect of the Products or Content. Client acknowledges that as between itself and FT, FT and its licensors are the owners of all IPRs in the Products and Content.

2.9 Client grants to FT a worldwide, royalty-free licence to host, copy, transmit, and display Client Content for the purposes of this Agreement.

2.10 FT may invite Client to trial the use of any elements of the products which are clearly designated as beta versions which are not generally available to all customers for evaluation purposes only. Client may at its sole discretion accept or decline any such invitation and acknowledges that such products are delivered “as is” and that FT may discontinue any such products at any time in FT’s sole discretion.

3. FEES

3.1 Client will pay the Fees in full to FT in the currency set out in the Order and promptly provide any information that FT may reasonably require to provide Client with a valid invoice. All Fees and any other amounts payable by Client are exclusive of value added tax or any other taxes which are or may be applicable, and Client agrees to pay any such taxes as duly invoiced by FT. Failure to pay any undisputed Fees on time will constitute a material breach of this Agreement.

3.2 If Client is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, Client will, together with such payment, pay any additional amount as will ensure that FT receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Client will promptly forward to FT copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

4. WARRANTIES AND INDEMNITY

4.1 Each party warrants and represents to the other that it is entitled to and has the necessary authority to enter into this Agreement and to perform the obligations imposed on it under this Agreement.

4.2 FT warrants and represents to Client that it has the right to grant the licences granted under this Agreement; and it will use reasonable care and skill in its provision of the Products to Client under this Agreement.

4.3 Client warrants and represents to FT that it has the right to grant the licences granted under this Agreement.

4.4 Subject always to Client complying with the obligations and restrictions set out in this Agreement, FT agrees to indemnify Client against any damages (including reasonable legal costs) which may be awarded by a court of competent jurisdiction against Client or may be agreed to be paid to any third party, in each case in respect of any claim that Client's use of the Products or Content in accordance with the terms of this Agreement infringes the IPRs of such third party (such claim, a "**Content TPC**"), provided that: (a) Client gives notice to FT of such Content TPC promptly on becoming aware of it and does not at any time admit liability or otherwise attempt to settle or compromise such Content TPC without FT's prior written consent; (b) FT will have sole conduct of the defence or compromise of any Content TPC and as between FT and Client will have the sole right to any costs and damages awarded as a result; and (c) Client acts in accordance with the reasonable instructions of FT (including at FT's request promptly removing, deleting or destroying any copies of the Content in its control or possession) and provides FT with such assistance as it will reasonably require, at FT's reasonable cost, in respect of the conduct of such defence or compromise.

4.5 Subject always to FT complying with the obligations and restrictions set out in this Agreement, Client agrees to indemnify FT against any damages (including reasonable legal costs) which may be awarded by a court of competent jurisdiction against FT or may be agreed to be paid to any third party, in each case in respect of any claim that FT's use of any Client Content in accordance with the terms of this Agreement infringes the IPRs of such third party (such claim, a "**Client Content TPC**"), provided that: (a) FT gives notice to Client of such Client Content TPC promptly on becoming aware of it and does not at any time admit liability or otherwise attempt to settle or compromise such Client Content TPC without FT's prior written consent; (b) Client will have sole conduct of the defence or compromise of any Client Content TPC and as between FT and Client will have the sole right to any costs and damages awarded as a result; and (c) FT acts in accordance with the reasonable instructions of Client (including at Client's request promptly removing, deleting or destroying any copies of the Client Content in its control or possession) and provides Client with such assistance as it will reasonably require, at Client's reasonable cost, in respect of the conduct of such defence or compromise.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 Each party will keep confidential all information (written or oral) concerning the business and affairs of the other that it will have obtained or received as a result of the discussion leading up to the entering into, or during the performance of, this Agreement ("**Confidential Information**") save that which is:

(a) already in its possession other than as a result of a breach of this clause 5.1;
(b) in the public domain other than as a result of a breach of this clause 5;
(c) required by a government body, a court of competent jurisdiction, or otherwise by law to be disclosed; or
(d) (in respect of information concerning the business or affairs of Client) is acquired by members of FT's newsgathering or news dissemination operations by persons who are not provided with access to the Confidential Information pursuant to the terms of this Agreement.

5.2 To the extent that each Party processes any personal data of any staff of the Client who access the Products in relation to this Agreement, it does so as a data controller and shall comply with all applicable Data Protection Laws, including maintaining appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data processed by it.

5.3 Each of the parties undertakes to the other to take all such steps as will from time to time be necessary to ensure compliance with the provisions of this clause 5 by its employees, agents and sub-contractors.

6. TERM AND TERMINATION

6.1 This Agreement will continue for the Subscription Period, unless terminated earlier in accordance with its terms.

6.2 Either party may terminate this Agreement (or, at that party's option, any relevant Product) immediately by notice to the other party if:

(a) the other party commits any material breach of this Agreement and, where the breach is capable of remedy, fails to remedy the breach within 14 days after being notified of it; or

(b) the other party: (a) has a change of Control, (b) is dissolved, or (c) ceases to carry on its business, or (d) has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets, or (e) passes a resolution for its winding up, or (f) becomes the subject of an administration order or liquidation order or similar order from a court of competent jurisdiction, (g) enters into any voluntary arrangement with its creditors, or (h) or becomes unable to pay its debts as they fall due, or (i) is the subject of any analogous event in any jurisdiction;

(c) the other party (or any of its shareholders or directors) becomes subject to any Sanction, or continuation of this Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.

6.3 Where FT has the right to terminate this Agreement or to issue a notification of breach it may at its discretion elect by notice to suspend its provision of any relevant Product to the Client or the relevant User(s) until FT, in its reasonable opinion, is satisfied that the breach is remedied or until FT exercises its right to terminate the Agreement or any relevant Product. The suspension will not affect Client's payment obligations.

6.4 Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law.

6.5 The expiry or termination of this Agreement, or of any Product, will be without prejudice to any accrued rights under it, including FT's right to receive payment of all Fees.

6.6 On the termination or expiry of the Agreement:

(a) Client's and its Users' rights to access the Products and use Content shall immediately cease;

(b) Client shall notify its Users that they are no longer entitled to access or use the Products and the Content; and

(c) Client shall promptly delete all copies of Content and any confidential information of FT that it has stored on its systems, and if requested to do so by FT, Client will certify in writing to FT its compliance with this clause.

6.7 The provisions of this Agreement that by their nature and content, must survive the completion, rescission or expiration of this Agreement, will survive, including clauses 1, 2, 3, 4.4, 5, 6.5, 6.6, 7, 9, 10, 11, 12, and 13.

7. LIABILITY

7.1 Except as expressly provided in this Agreement and to the extent permitted by law, no warranty, condition, representation or undertaking, express or implied, statutory or otherwise, is given or assumed by either party and all such warranties, conditions, representations and undertakings are excluded.

7.2 Content is provided "as is" and is only for general information and use. It is not intended to address particular requirements and does not constitute any form of advice, recommendation or representation by FT. Content may have ceased to be current at the time it is received.

7.3 The Products may contain hyperlinks or references to third party websites and third party products or services. This is not an endorsement, and FT accepts no legal responsibility for any products, content, material or information contained in such third party products or services. Client's use of any third party site may be governed by the terms and conditions of that third party site, and any agreements, transactions or other arrangements made between the Client and any third party is at Client's own responsibility and risk.

7.4 Excluding Client's payment obligations:

(a) neither party will have any liability to the other for any indirect, special, incidental or consequential loss or damage of any kind whatsoever, including any such loss of profits, loss of revenue, anticipated savings, loss of business or loss of data; and

(b) the total aggregate liability of each party under or in relation to this Agreement within any contract year (meaning any 12 month period commencing on the date of this Agreement or any

anniversary of it) shall not exceed 150% of the total Fees payable during the contract year in which the breaches occurred.

7.5 Nothing in this Agreement will limit or exclude the liability:

(a) of either party for death or personal injury caused by that party's negligence;
(b) of either party for fraud or for fraudulent misrepresentation;
(c) of the Client for any infringement or misuse of FT's IPRs; or
(d) of either party for any other matters for which it would be unlawful to exclude or limit liability.

8. FORCE MAJEURE

8.1 Neither party will be in breach of this Agreement or liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay arises from or is attributable to any circumstances beyond its reasonable control (other than lack of funds on the part of Client) ("**Force Majeure Event**"). If the Force Majeure Event continues for at least thirty days, either party will be entitled to terminate this Agreement by notice in writing to the other.

9. GENERAL

9.1 If either party delays or fails to exercise any right or remedy under this Agreement, it will not have waived that right or remedy.

9.2 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause 9.2 will limit or exclude any liability for fraud.

9.3 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

9.4 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.5 A person who is not a party to this Agreement will not have any rights under or in connection with it.

9.6 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.

9.7 Any notice given under or in connection with this Agreement will be made in writing and sent for the attention of the other party's Relationship Manager to the address of the other party as set out on the Order, and in the case of a breach or termination notice sent by Client shall be copied to company.secretary@ft.com. Such notice must be delivered by hand, recorded delivery, courier or email and will be deemed to have been received, if delivered by hand, at the time and date of delivery; if sent by recorded delivery or courier, upon the date of receipt (as evidenced by signature); and if sent by email, at the time of transmission. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

9.8 This Agreement may be signed in counterparts each of which once signed will be deemed to be an original of this Agreement. Signed copies of this Agreement sent as a PDF by email will be deemed to be originals of this Agreement.

9.9 Client may not assign at law or in equity its rights under this Agreement or subcontract any of its duties or obligations under this Agreement without the prior written consent of FT.

9.10 This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

10. ADDITIONAL TERMS FOR DATABASE PRODUCTS

10.1 The additional provisions of this clause 10 only apply to the following Database Products: fDi Markets, fDi Benchmark, InvestmentFlow, IncentivesFlow, fDi Markets Library, IncentiveFlow Library and InvestmentFlow Library.

10.2 For the purposes of this clause 10:

(a) "**Abstract"** means a non-verbatim summary of an Extract or Extracts**;**

(b) **"Extract"** means any data or information from the Database Product;
(c) "**IPA**" means an entity who is a member of the World Association of Investment Promotion Agencies and/or is directly or indirectly owned or controlled by a government body or agency (or any other type of public or state-owned authority) and whose purpose involves investment promotion or economic development activities; and
(d) **"Substitute**" means a database, work, product or service that could: (i) reduce the need for Client or third parties to purchase Database subscriptions or other rights to use FT Content directly from FT; or (ii) create revenues from the Content to the detriment of FT's own ability to generate revenues from the Content

10.3 Client and its Users may only use the Products:

(a) to undertake research and generate search results;
(b) to download search results on a non-systematic basis to the Client's own systems, provided that this does not: (i) exceed the download limits set out in the Order; or (ii) create a Substitute;
(c) to print hard copies of the search results only for Client's internal purposes and not to be transferred, distributed, sold, or otherwise made available to any person outside of Client's organisation;
(d) to include Extracts and Abstracts on a non-systematic and infrequent basis in works produced by Client or User with reasonable skill and care for redistribution provided that such Extracts or Abstracts are not: (i) the main subject or focus of such works; and/or (ii) a potential Substitute;
(e) Client shall ensure persons to whom Extracts or Abstracts are made available, are made aware that such Extracts or Abstracts may not be copied, redistributed or modified in any way and the following wording shall appear immediately below each publication:
    1. of an Extract "Source: [Name of relevant Product], a service from The Financial Times [Year]. All Rights Reserved."; and
    2. of an Abstract "This summary was produced by [Client name] using data provided by [Name of relevant Product]."

(f) for IPA clients only when using the fDi Benchmark, distribute (in hard copy or by email) reports produced by Users through the fDi Benchmark report function tool to potential investors, provided that (i) the attribution and disclaimer wording contained in such reports is not removed or modified, and (ii) the information and data within the report is not altered or modified by Client, other than as permitted by the functionality of the Product; or
(g) to refer to the applicable Product as a source in press statements.

10.4 Client must inform FT if any proposed User is a third-party consultant providing services to the Client. Where FT agrees that such consultant may be a User, the Client must ensure that the consultant only uses the Product for the purpose of providing services to Client and only downloads and stores Content on Client's own systems. FT may withdraw its consent to such consultant being a User at any time, in which case Client shall procure that the consultant no longer has access to any Content and shall if requested by FT procure that the consultant confirms in writing to FT that the consultant no longer has access to Content.

10.5 **For the purposes of the fDi Markets Library, the IncentivesFlow Library and the InvestmentFlow Library Products only:**

Only individuals working or studying within Client organisation who have an email address with the email domain specified in the Order shall be a permitted User. Client shall not permit any self-employed contractors or consultants to access the Products without the prior written consent of FT. Client shall provide FT with a schedule of IP addresses to facilitate User access to the applicable Database. Client acknowledges that Users will not be able to save search results. Access to the Product at any one time shall be limited to the maximum number of Users stated in the Order. Additional Users will be placed in a queuing system until access becomes available.

11. ADDITIONAL TERMS FOR FT INSTITUTE PRODUCT

11.1 The additional provisions of this clause 11 only apply to the FT Institute Product.

11.2 Client shall only enable use of the Product and any related training materials by Client's own staff with an email address using the domain name set out in the Order.

11.3 In order to receive a certificate for achieving the FT 'Certificate of Excellent in Foreign Direct Investment and Investment Promotion (CEFDI)" each User must successfully complete all applicable CEFDI training modules to the satisfaction of FT. CEFDI certificates are automatically generated by the FT Institute e-learning platform.

12. ADDITIONAL TERMS FOR AMPLIFY AND INVESTMENTMAP PRODUCTS

12.1 The additional provisions of this clause 12 only apply to the Amplify and InvestmentMap Products.

12.2 Client is responsible for all use of any application that is owned, licensed, obtained or used by Client in connection with the Product, including any third party application as may be suggested by FT from time to time (a "**Non-FT Application**"). Client must ensure that all such use is in accordance with any supplier terms, and that any licence is sufficient to permit use by FT for the purposes of this Agreement. Client agrees that FT may permit the Non-FT Application to access the Client's account and Client Content to allow for any intended interoperability with the Product. Client acknowledges that the use of any Non-FT Application is at Client's risk and expense, that FT does not warrant or support any Non-FT Applications, and that FT is not responsible or liable to Client for any Non-FT Application, its interoperability with the Product, or any activity relating to the Non-FT Application (including liability for any disclosure, modification or deletion of any Client Content or other data as a result of the use of any Non-FT Application). FT may at any time temporarily or permanently disable or require Client to cease using any Non-FT Application if in FT's reasonable opinion such use breaches or is likely to breach this Agreement, poses a threat to the security of the Product or FT's systems, or otherwise damages or is likely to damage the Product or FT's systems. Client acknowledges that FT will not be liable or provide any refund, credit, or other compensation for any unavailability or deterioration of any Product features as a result of any withdrawal, unavailability or performance of any Non-FT Application for any reason, including where the Non-FT Application is suspended or disabled by FT.

12.3 Client shall not frame or mirror any part of the Product or Content, other than framing on Client's own intranets or otherwise for Client's own internal business purposes;

12.4 To the extent that the Client Content includes any Personal Data, FT shall process such Personal Data as a processor on behalf of Client in connection with this Agreement and FT shall comply with the obligations set out in the attached Data Processing Addendum ("Attachment 1") incorporated and made a part of this Agreement.

12.5 Upon request by Client made within 30 days of the termination or expiry of the Agreement, FT shall make Client Content available to Client for export or download. After expiry of that 30-day period, FT will have no obligation to maintain or provide Client Content and will delete or destroy all copies of Client Content in FT systems or otherwise in FT's possession or control, unless legally prohibited.

13. ADDITIONAL TERMS FOR GIS PLANNING PRODUCTS

13.1 The additional provisions of this clause 13 only apply to the GIS Planning Products.

13.2 For the purposes of this clause 13:

(a) **"Administration Interface"** means the interface provided for Client to manage Client Site.
(b) **"Administrator Login"** means any Login giving the User administration-level privileges to Client Site.
(c) **"Client Site"** means a web-based application providing the functionality set out in the Documentation, as updated by FT from time to time and as may be customized by FT through any Customization Services provided in accordance with these Product Terms.
(d) **"Custom Domain"** means any domain used for Client Site, other than the Principal Domain.
(e) **"Customization Services"** means the customization services (if any) specified in the Order and in respect of which these Product Terms apply.
(f) "**Documentation**" means the documentation for the Client Site as made available by FT to the Client.
(g) **"Go-Live Date"** means the date when FT notifies the Client that the Client Site is publicly available at the Principal Domain.
(h) **"Login"** means the unique access credentials (user name and password or as otherwise specified by FT from time to time) for each User.
(i) **"Principal Domain"** means the principal domain (being a subdomain of the zoomprospector.com domain) at which FT hosts Client Site.
(j) **"Services"** means the Client Site, maintenance, and making available the Client Site (including the Administration Interface) as set out in the Order, and where expressly provided for in the Order, Customization Services by FT.
(k) **"Software"** means FT's proprietary software which forms the basis for Client Site.
(l) **"Target Go-Live Date"** means the non-binding target Go-Live Date as set out in the Order.
(m) "**Third Party Content**" means data sourced by FT from a third party and incorporated into or made available through the Client Site.

13.3 Nothing in this Agreement entitles Client to actual possession of the Software or Client Site. Client acknowledges and agrees that use of the Software and Client Site is provided on an application services basis only.

13.4 Any changes or additions to the Services required by Client shall be subject to the written agreement of FT and subject to payment of any agreed additional fees and expenses.

13.5 Client shall not obscure any legal or regulatory notices or links to legal or regulatory notices incorporated into the Client Site (including where Client Site is embedded within another website).

13.6 Where the Order includes Customization Service:

(a) FT will carry out the Customization Services to prepare Client Site for launch;
(b) Once Client Site is ready, FT will notify Client, giving instructions on how Client Site can be accessed; and
(c) Client acknowledges that any Target Go-Live Date set out in the Order is an estimate only. FT will use reasonable endeavours to ensure that the Go-Live Date is no later than the Target Go-Live Date, but Client acknowledges that this is dependent upon Client meeting its own obligations under this Agreement and may be affected by other factors beyond FT's control.

13.7 With effect from the Go-Live Date, FT will use commercially reasonable efforts to make Client Site available and online for at least 99% of each calendar month. Client agrees and understands that the following will not be taken into account when measuring FT's performance against that target:

(a) routine scheduled maintenance by FT or its internet provider or hosting facility;
(b) Client's loss of connectivity to Client Site due to reasons which are beyond FT's control, such as problems with Client's own network and/or computers or with any internet infrastructure; or
(c) a Force Majeure Event (as defined at clause 8 of the General Subscription Terms).

13.8 Where Client and FT agree to use of a Custom Domain, then the Custom Domain will map to the Principal Domain, so that end users of Client Site access Client Site at the Custom Domain and the Principal Domain redirects to the Custom Domain.

13.9 Any Custom Domain is subject to FT's approval (not to be unreasonably withheld) and must not be misleading, infringe the IPRs of any third party; or incorporate any of the trade marks of FT, its affiliates, or its licensors.

13.10 Except as agreed in writing by FT, all Custom Domains will be registered in the name of FT and belong to FT. Any change to a Custom Domain may be subject to additional charges at FT's standard rates.

13.11 FT will issue up to five (5) Administrator Logins to Client, which gives the User full access to Client Site and the Administration Interface, including the ability to add or delete Client Content without restriction and to add or delete Users or Logins. Each Login will have varying privileges and access rights as specified in the Documentation. Client is responsible for all activity that takes place under each Login, and it is Client's responsibility to ensure that each Login is kept secure and not shared by more than one individual. Each User may be required to agree to FT's individual user terms and privacy policy in order to access Client Site using their Login.

13.12 Client grants (and will ensure that all Users who upload Client Content grant) to FT a worldwide, perpetual, irrevocable, royalty-free licence to copy, distribute, make available, modify, perform and otherwise use Client Content for the purposes of providing the Services and making Client Content available through other ZoomProspector sites managed and/or provided by FT.

13.13 Client is solely responsible for any Client Content uploaded to or otherwise made available through the Client Site. Client must ensure that all Users are made aware of the terms on which Client Content is uploaded and used.

14. VERSION

14.1 The version of the Subscription Terms posted at the time of Client's signature of the Agreement will be the only version that applies until the termination of the Agreement.

14.2 FT may at any time update or amend the Subscription Terms by posting a new version of the relevant terms. However, any changes will not apply to any existing Agreements. Previous versions of the Subscription Terms will continue to be made available at https://legal.ft.com/ftspecialist/subscription-terms.

14.3 The current version of these Subscription Terms was posted on 1 March 2023.

ATTACHMENT 1

DATA PROCESSING ADDENDUM

(Revision 1 March 2023)

BACKGROUND

A. This Data Processing Addendum forms part of the agreement between Client and FT (the "**Agreement**") pursuant to which Client has engaged FT to provide certain services ("**Services**").

B. While providing the Services, FT will process Client Personal Data (as defined below) on behalf of Client. This Addendum forms part of the Agreement and sets out the terms on which FT will be processing that Client Personal Data.

AGREED TERMS

1 DEFINITIONS

1.1 In this Addendum:

(a) "**Data Protection Laws**" means the Data Protection Act 2018 ("**DPA 2018**"), the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the California Consumer Privacy Act ("**CCPA**") and any other applicable data protection or privacy laws.

(b) "**Client Personal Data**" means any Personal Data for which Client is a controller and for which FT is a processor for the purposes of fulfilling its obligations under the Agreement.

(c) "**controller**", "**processor**", "**data subject**", "**Personal Data**" and "**processing**" have the meanings given to them in GDPR.

(d) any reference to a legislative provision includes any subsequent re-enactment or amendment; "**includes**", "**including**" and any similar terms will be construed as without limitation; and a reference to "**writing**" or "**written**" includes emails but not faxes.

1.2 To the extent that any of the terms of this Addendum conflict or are inconsistent with the terms of the Agreement, the terms of the Service Agreement will apply.

2 DATA PROCESSING

2.1 The parties agree that the table set out in Schedule 1 is an accurate description of the processing of Client Personal Data under the Agreement.

2.2 FT acts as a processor in respect of any Client Personal Data and will:

(a) process Client Personal Data only for the purpose of the provision of the Services in accordance with the Agreement, and not retain, use, disclose or process Client Personal Data for any other purpose;

(b) comply with all obligations imposed on processors by Data Protection Laws;

(c) provide reasonable assistance to Client without undue delay in fulfilling any obligation under Data Protection Laws to respond to requests by data subjects (including data subject access requests and deletion requests), subject always to Client's payment of FT's reasonable costs of doing so;

(d) provide reasonable cooperation to Client in connection with any data protection impact assessment or consultations with regulatory authorities that may be required in accordance with Data Protection Laws, in each case subject always to Client's payment of FT's reasonable costs of doing so;

(e) use appropriate technical and organisational measures when processing Personal Data to ensure a level of security appropriate to the risk involved;

(f) to the extent permitted by applicable law, notify Client as soon as reasonably practicable (and in any event within 72 hours) after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss or unauthorised disclosure of Client Personal Data, and provide reasonable details and updates on the same; and

(g) if requested, provide Client with information necessary to demonstrate FT's compliance with obligations under Data Protection Laws and this Addendum, and if Client reasonably considers that such information is insufficient, allow for audits at Client's reasonable request at FT's premises provided always that such audits are on reasonable notice, conducted during FT's normal business hours by appropriate individuals solely to the extent necessary to check FT's compliance with such obligations, subject to appropriate confidentiality provisions, and limited to once a year (except in the event of a personal data breach) and during business hours.

2.3 Client agrees that FT may engage the subprocessors set out in Schedule 2 to process Client Personal Data for the purposes of the Agreement. FT will not engage another subprocessor for such purposes without informing Client in advance of the identity of such subprocessor. Client may object to FT's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is in writing and based on reasonable grounds relating to data protection. In such an event, the parties agree to discuss commercially reasonable alternative solutions in good faith. If the parties cannot reach a resolution within ninety (90) days from the date of FT's receipt of Client's written objection, Client may discontinue the use of the affected Services by providing written notice to FT. Such discontinuation will be without prejudice to any fees incurred by Client prior to the discontinuation of the affected Services. If no objection has been raised prior to FT replacing or appointing a new sub-processor, FT will deem Client to have authorized the new sub-processor. FT will ensure that any subprocessor is bound by obligations no less onerous than those set out in this Addendum.

2.4 To the extent CCPA is applicable to any Client Personal Data processed by FT under the Agreement, FT acknowledges that it acts as a service provider, and FT shall not: (a) sell Client Personal Data; (b) retain, use, or disclose Client Personal Data for any purpose other than the specific purpose of performing the Services in accordance with the Agreement; (c) retain, use, or disclose Client Personal Data for a commercial purpose other than providing the Services in accordance with the Agreement; or (d) retain, use, or disclose the information outside of the direct business relationship between FT and Client. FT certifies that it understands and will comply with the responsibilities and restrictions imposed by this Addendum and by the CCPA.

2.5 Client shall comply with Data Protection Laws in its use of the Services and its own processing of Client Personal Data and ensure that it has, and will continue to have, the right to transfer, or provide access to, Client Personal Data to FT for processing in accordance with the terms of the Agreement and this Addendum.

3 TERM AND TERMINATION

3.1 This Addendum will be effective for the term of the Agreement, and (subject to clause 3.2) will terminate immediately upon termination of the Agreement.

3.2 On termination of the Agreement, howsoever caused, FT will (a) immediately cease processing the Client Personal Data; (b) for a period of 30 days from termination (or such other period agreed by FT in writing), make the Client Personal Data available for downloading by the Client in .csv format and attachments in their native format (to the extent Client has not deleted such data); and (c) following such 30 day period, irrevocably delete the Client Personal Data.

4 GENERAL

4.1 If any provision of this Addendum is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Addendum or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.2 If either party delays or fails to exercise any right or remedy under this Addendum, it will not have waived that right or remedy.

4.3 Nothing in this Addendum is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

4.4 A person who is not a party to this Addendum will not have any rights to enforce its terms.

4.5 Except as set out expressly in this Addendum or in the Agreement, each party is responsible for its own costs incurred in complying with its obligations under this Addendum.

4.6 No variation of this Addendum will be effective unless agreed in writing and signed by both parties.

4.7 This Addendum, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with the law of England and Wales.

4.8 Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DATA PROCESSING PARTICULARS

The subject matter and duration of the processing	Provision of the Services under the Agreement, for the duration of the Agreement.
The nature and purpose of the processing	FT will process Client Personal Data to provide the Services under the Agreement.
The type of Personal Data being processed	Client Personal Data as provided by Client in its use of the Services.
The categories of data subjects	Individuals whose details are included in Client Personal Data.

City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on Resolution No. 2024-17 approving a contract between the Bee Cave Development Corporation and ReSimplifi, Inc. for commercial building and site data subscription.**
Council Action:	**Disuss and consider**
Department:	**Administration**
Staff Contact:	**Dori Kelley, Business Development & Relations Manager**

1. INTRODUCTION/PURPOSE

The Bee Cave Development Corporation is continuing to ratify previously approved contracts, asking for approval from the City Council.

2. DESCRIPTION/JUSTIFICATION

a) Background

ReSimplifi provides complete and accurate commercial real estate property data for site selectors and economic development professionals across the US. By combining GIS Planning and ReSimplifi services and establishing this comprehensive data center, the EDC aims to strategically position the city as a premier destination for new businesses and continue to foster innovation and growth.

You can find REsimplifi's site selector data on the GIS microsite: https://www.buildbeecave.com/sites.html

b) Issues and Analysis

Subscription start date was September 1, 2023, through August 31, 2024.

Cost: Annual charge of $3,000

The city has the continuous and ongoing right to renew at $3,300 in year two or the right to renew for $3,000 with a 3-year contract.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
REsimplifi Contract	Cover Memo
Resolution No. 2024-17	Resolution Letter

PURCHASE ORDER

REsimplifi.

1721 Saunders Street Columbia, SC 29201

CUSTOMER:

Dori Kelley
Bee Cave TX Economic Development

ORDER INFORMATION

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Commercial Building & Site Data Subscription | Complete	1	$3,000
		Total Annual Charge	$3,000

1. Client will be billed annually
2. Charges shall be paid via credit card, bank draft, or check
3. Customer agrees to the terms of the REsimplifi Master Subscription which is attached to this purchase order.
4. Order start date shall be Sept 1, 2023 and shall be for a period of 1 year.
5. Client has a continuous and ongoing right to renew at $3,300 in year 2 or the right to renew for $3,000 with a 3 year contract
6. Client gives REsimplifi the right to use their name and logo in marketing materials.
7. Geography included is City of Bee Cave, TX

Dori Kelley | Bee Cave TX Economic Development

Authorized Signature _____ Date: 8-21-23

Name Clint Garza

Title City Manager

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS, APPROVING A CONTRACT BETWEEN THE BEE CAVE DEVELOPMENT CORPORATION AND RESIMPLIFI, INC. FOR COMMERICAL BUILDING AND SITE DATA SUBSCRIPTION

WHEREAS, pursuant to Chapters 501 and 505, Texas Local Government Code, the City of Bee Cave, Texas (the "***City***") formed the Bee Cave Development Corporation, commonly referred to as the Bee Cave Economic Development Board (the "***EDB***"), a Texas Type B economic development corporation;

WHEREAS, pursuant to the EDB bylaws, the EDB may, with the approval of the Bee Cave City Council, contract with any qualified and appropriate entity to perform and discharge designated tasks that will aid or assist the EDB board of directors in the performance of its duties;

WHEREAS, the City Council has determined that REsimplifi, Inc. is a qualified and appropriate entity to perform and discharge the tasks designated in the Purchase Order attached as Exhibit A (the "***Contract***"), described generally as a subscription for software and online applications related to commercial building and site date (the "***Tasks***"), and that the performance of the Tasks will aid and assist the EDB board of directors in the performance of its duties; and

WHEREAS, the Bee Cave City Council finds and determines that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THAT:

1. The foregoing recitals are incorporated into this resolution by reference as findings of fact as if expressly set forth herein.

2. The City Council of the City of Bee Cave approves the Contract.

3. All actions taken by the EDB pursuant to the Contract prior to the date of this resolution are ratified and approved.

4. This resolution is effective as of the date of adoption.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____
Kara King, Mayor

ATTEST:

_____
Jo Ann Touchstone, City Secretary

APPROVED:

_____
Ryan S. Henry, City Attorney

PURCHASE ORDER

RE simplifi®

1721 Saunders Street Columbia, SC 29201

CUSTOMER:

Dori Kelley
Bee Cave TX Economic Development

ORDER INFORMATION

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Commercial Building & Site Data Subscription | Complete	1	$3,000
		Total Annual Charge	$3,000

1. Client will be billed annually
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5. Client has a continuous and ongoing right to renew at $3,300 in year 2 or the right to renew for $3,000 with a 3 year contract
6. Client gives REsimplifi the right to use their name and logo in marketing materials.
7. Geography included is City of Bee Cave, TX

Dori Kelley | Bee Cave TX Economic Development

Authorized Signature: _____ Date: 8-21-23

Name: Clint Garza

Title: City Manager

REsimplifi Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**") GOVERNS YOUR PURCHASE AND ONGOING USE OF THE REsimplifi® SOFTWARE SERVICES PROVIDED BY RESIMPLIFI, INC. ("RESIMPLIFI").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date You accept this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
"Non-RESIMPLIFI Applications" means online applications and services and offline software products that are provided by entities or individuals other than Us, and that interoperate with the Services.
"Order Forms" means the documents for placing orders hereunder that are entered into between You and Us or any of our respective Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of

this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the products and services that are ordered by You under an Order Form and made available by Us online via the customer login link at www.resimplifi.com and/or other web pages designated by Us, including associated offline components. "Services" exclude Non-RESIMPLIFI Applications.

"User Guide" means the any user guide for the Services or any instructional information regarding the product given to You by Us including information located on www.resimplifi.com, as updated from time to time.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service has been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We", "Us", or "Our" means REsimplifi, Inc. as more fully described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Arbitration).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Customer" or "Client" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

1. SERVICES

1.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the applicable Order Forms during each subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

1.2 Data Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Purchased Services are purchased as subscriptions and may be accessed by no more than the specified and purchasing entity, (ii) additional data subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added data subscription shall terminate on the same date as the pre-existing subscriptions. Data subscriptions are for designated Users only and cannot be shared or used by

more than these Users, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Purchased Services.

1.3 Our Responsibilities. We shall: (i) provide basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

1.4 Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below or as expressly permitted in writing by You, or (c) access Your Data except to provide the Purchased Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. You acknowledge and agree that Your Data will be hosted and stored by Google.

1.5 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2. NON-RESIMPLIFI PROVIDERS

2.1 Non-RESIMPLIFI Applications and Your Data. If You install or enable Non-RESIMPLIFI Applications for use with Services, You acknowledge that We may allow providers of those Non-RESIMPLIFI Applications to access Your Data as required for the interoperation and support of such Non-RESIMPLIFI Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-RESIMPLIFI Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-RESIMPLIFI Applications for use with the Services.

2.2 Integration with Non-RESIMPLIFI Applications. The Services may contain features designed to interoperate with Non-RESIMPLIFI Applications. To use such features, You may be required to obtain access to such Non-RESIMPLIFI Applications from their providers. If the provider of any such Non-RESIMPLIFI Application ceases to make the Non-RESIMPLIFI Application available for interoperation with the corresponding Services features on reasonable terms, We may cease providing such Services features without entitling You to any refund, credit, or other compensation.

3. FEES & PAYMENT FOR PURCHASED SERVICES

3.3 User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

3.4 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.5 Overdue Charges. If any amounts invoiced hereunder are not received by Us by the due date, then at Our discretion. We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

3.6 Suspension of Service. If any charge owing by You is 30 days or more overdue, We may, without limiting Our other rights and remedies, suspend Services until such amounts are paid in full, provided We have given You 10 or more days' prior notice that Your account is overdue in accordance with the "Notices" section below.

Payment Disputes. We shall not exercise Our rights under the "Overdue Charges" or "Suspension of Service" sections above if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

3.7 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes"**). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4. PROPRIETERY RIGHTS

4.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

4.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or

(v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

4.3 Your Applications and Code. You, a third party acting on Your behalf, or a User may create applications or program code using the Services as permitted in the User Guide. In such cases, You authorize Us and Our service providers to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

4.4 Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

4.5 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with US to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, "**Confidential Information"** means all confidential information disclosed by a party ("**Disclosing Party"**) to the other party ("**Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2 Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes

Consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and accountants without the other party's prior written consent.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6. WARRANTIES, EXCLUSIVE REMEDIES, & DISCLAIMERS

6.1 Our Warranties. We warrant that (i) we have validly entered into this Agreement and have the legal power to do so, (ii) the Purchased Services shall perform materially in accordance with the User Guide, (iii) subject to the "Integration with Non-RESIMPLIFI Applications" section above, the functionality of the Purchased Services will not be materially decreased during a subscription term, and (iv) the Purchased Services will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in the "Termination for Cause" and "Refund or Payment upon Termination" sections below.

6.2 Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

6.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4 Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("**Non-GA Services**"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered "Services" hereunder and are provided "AS IS" with no express or implied warranty. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

7. MUTUAL INDEMNIFICATION

7.1 Indemnification by Us. We shall defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, attorney fees and costs finally

awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You, (b) gives Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability), and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Purchased Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Purchased Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

7.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, and for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability), and (c) provide to You all reasonable assistance, at Your expense.

7.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMIT SHALL NOT APPLY TO YOUR PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT FOR PURCHASED SERVICES" SECTION ABOVE.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated and shall automatically renew for a period of one year unless otherwise notified in writing.

9.2 Term of User Subscriptions. User subscriptions for Purchased Services commence on the start date specified in the applicable Order Form and continue for a period of one year**.**
Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
9.3 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
9.4 Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
9.5 Surviving Provisions. The sections titled “Fees and Payment for Purchased Services,” “Proprietary Rights,” “Confidentiality,” “Warranties and Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Return of Your Data,” “Surviving Provisions,” (“Who You Are Contracting With, Notices, Governing Law and Arbitration,” and “General Provisions” shall survive any termination or expiration of this Agreement.

10. WHO YOU ARE CONTRACTING WITH, NOTICES & ARBITRATION

10.1 General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any dispute arising out of or in connection with this Agreement, and where and how such disputes will be resolved, depend on where You are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	Disputes will be resolved by:
Any Country in the World	REsimplifi, Inc. 1721 Saunders Street Columbia, SC 29201	Henry Moore 1721 Saunders Street Columbia, SC 29201	The law of the state of South Carolina and controlling United States federal law (Based on the location of the Customer)	Binding arbitration in Court of Law in Richland County, SC (Based on the location of the Customer)

10.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You. Notices to Us shall be addressed as set forth in Section 10.1 above.

10.3 Agreement to Governing Law. Each party agrees to the applicable governing law set forth in Section 10.1 above without regard to choice or conflicts of law rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

11. GENERAL PROVISIONS

11.1 Export Compliance. The Services, other Our technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

11.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party's Legal Department.

11.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.9 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one

City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action to approve annual Volunteer Appreciation Dinner.**
Council Action:	
Department:	**Mayor's Office**
Staff Contact:	**Kara King, Mayor of the City of Bee Cave**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

Last November, the City of Bee Cave held its first Volunteer Appreciation Dinner, giving thanks to all who volunteer their time and/or resources to the community.

On September 26, 2023, Council approved to establish an annual Volunteer Appreciation Event and granted a budget of $25,000 for the 2023 Volunteer Appreciation Dinner, of which, approximately $22,000 was spent providing the following to 90 volunteers:

1. Dinner
2. Bee Cave merchandise

The event was held at Saltgrass Steakhouse in the Hill Country Galleria, and was well received by all in attendance, with many volunteers requesting it to be a yearly tradition.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.

Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
7/9/2024
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action on Resolution No. 2024-18 appointing members to the Zoning Board of Adjustment.**
Council Action:	**Disuss and consider**
Department:	**City Secretary**
Staff Contact:	**Jo Ann Touchstone, City Secretary**

1. INTRODUCTION/PURPOSE

Section 1.2.4 of the City of Bee Cave Code establishes a Zoning Board of Adjustment. There is a vacancy as one member currently transferred to the Planning and Zoning Commission. This appointment will fill an unexpired term which expires January 1, 2025.

2. DESCRIPTION/JUSTIFICATION

a) Background

Any City Council member or the Mayor may nominate members to the Board. Each nominee must be approved by a simple majority vote of the City Council before becoming a member of the Board.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution 2024-18	Resolution Letter

RESOLUTION 2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Section 1.2.4 of the City of Bee Cave Code establishes a Zoning Board of Adjustment; and

WHEREAS, the City Council wishes to fill vacancies on the Zoning Board of Adjustment; and

WHEREAS, Section 1.2.4, B, 1 – 2 of the City of Bee Cave Code provides for the appointment and term as follows:

B. Appointments and terms.

1. Any City Council member or the Mayor may nominate members to the Board. Each nominee must be approved by a simple majority vote of the City Council before becoming a member of the Board.

2. A term is two (2) years.

WHEREAS, the City has determined it in the best interests of the City and citizens of Bee Cave to appoint the following specific volunteer individuals to the specified positions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that:

1. The City Council appoints the following individuals to the Zoning Board of Adjustment:

Name	Appointee	Term Expiration
Ben Olson	Courtney Hohl	January 1, 2026

2. The recitals set forth are hereby incorporated as findings of fact made part of this resolution for all purposes.

PASSED, ADOPTED AND APPROVED, on the 9th day of July, 2024 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, Mayor

ATTEST:

_____

Jo Ann Touchstone, City Secretary

APPROVED:

_____

Ryan S. Henry, City Attorney



City Council Meeting
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